

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *July 30, 2013*

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*
Pablo Sedillo III, Public Safety Department

ITEM AND ISSUE: *BCC Meeting July 30, 13*

**REQUEST APPROVAL OF MULTIPLE SOURCE AWARD CONTRACTS FOR
IFB #2013-0259-CORR/MS FOR MEDICAL SUPPLIES FOR THE PUBLIC
SAFETY DEPARTMENT (*BILL TAYLOR/PURCHASING*)**

Issue:

Santa Fe County Purchasing Division on behalf of the Public Safety Department issued an Invitation for Bid (IFB) # 2013-0259-CORR/MS to request bids and qualifications for Medical Supplies.

It is the intent of the County to establish a multiple source award pursuant to Section 13-1-153 NMSA 1989, for Medical Supplies to meet the County's responsibility to provide public safety to the citizens of Santa Fe County. The IFB was issued on June 9, 2013. Eight bids were received with one being deemed non-responsive. The following vendors submitted responsive qualified bids:

Life-Assist, Inc., Rancho Cordova, CA
Bound Tree Medical, LLC, Dublin, OH
Emergency Medical Products, Inc., Cudany, WI
Henry Schein, Inc., Melville, NY
Moore Medical, Farmington, CT
Midwest Medical Supplies, Earth City, MO
Med-part Medical, New York, NY

Background Information:

The Public Safety Department provides medical care through the Santa Fe County Fire Department on emergency calls and the Corrections Department through medical care to its inmates at the Adult Detention Facility and its residents at the Youth Detention Program. Both entities require medical supplies on a monthly basis.

ACTION REQUESTED:

Santa Fe County Purchasing Division, on behalf of the Santa Fe County Public Safety Department requests the Board of County Commission approval and authorization to enter into multiple-source award contracts with three contractors that provided the best discount on medical supplies which include:

Bound Tree Medical, LLC, Dublin, OH
Henry Schein, Inc., Melville, NY
Midwest Medical Supplies, Earth City, MO

**SANTA FE COUNTY
PRICE AGREEMENT
FOR MEDICAL SUPPLIES**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and **Henry Schein, Inc.** whose physical address is 135 Duryea Road, Melville, NY 11747, who is authorized to do business in the State of New Mexico (hereinafter referred to as the "Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department, Commission or Board of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide Medical Supplies to the Using Department when issued a Purchase Order.
- E. **"Discount"** means the fixed discounts for items purchased by the County and its departments for Medical Supplies as listed in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's items and goods. Attachment A also indicates any specifications required for the items and goods that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items and goods listed on Attachment A. Any item ordered by the County must be a good or item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0259-A-CORR/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0259-A-CORR/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the items or goods ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
3. A Using Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.

F. Discounts. Percentage discounts listed in Attachment A for each category shall be the fixed percentage discounts for the items and goods.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of item(s), quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from

the date that written certification of acceptance is issued, late payment charges shall be paid on any unpaid balance due, for the items and services delivered, on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

- F. **Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years with the same prices and rates as indicated on Attachment A and as stated in this Price Agreement.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty

(20) days prior written notice to the Contractor of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.

- B. For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Using Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not

be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

21. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

22. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

23. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

24. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Henry Schein, Inc.
135 Duryea Road
Melville, New York 11747

25. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints the Corporation Service Company, 125 Lincoln Avenue Suite 223, Santa Fe, NM 87501, a New Mexico Business, as Contractor's agent for acceptance of services as a New Mexico resident, and as its agent upon process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that the service upon its designated agent shall have the same effect as through the Contractor were actually and personally serviced within the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Kathleen S. Holian, Chair
Board of County Commissioners

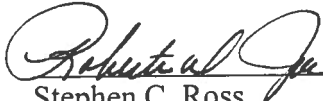
Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM



Stephen C. Ross
Santa Fe County Attorney



Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez, Director
Finance Department

Date

CONTRACTOR

Signature

Date

Print Name and Title

FEDERAL TAX I.D. NUMBER: 11-313-6595

NM CRS: 02-376440-00-6

BID SHEET

Please offer your best price, for each item as outline below. **Bidders shall complete the following bid sheet in full.** Be advised that award may be made without discussion with Bidders on offers received.

Item	Article and Description	Percent Discount off Catalog's Price
1	Airway Supplies & Equipment: Oral & nasal airways, combitubes, LMA's, laryngoscope blades and stylets, forceps, ET tubes, tube holders and kits, CO2 chemical detectors, batteries for airway equipment, etc.	<u>15.1</u> %
2	Books and Video: Educational and reference materials and compliance kits, etc.	<u>10.1</u> %
3	Burn Management Packs & Supplies: Burn kits and dressings, sterile burn supplies, etc.	<u>15.1</u> %
4	Cots, Stretchers, Patient Transport Accessories & Supplies: Cots, cot fasteners, cot accessories, IV poles, restraints, pillows, blankets and linens, stair chairs, child car/safety seats, breakaway flat stretchers, etc.	<u>15.1</u> %
5	Diagnostic & Monitoring Equipment: Blood pressure cuffs & monitors, pulse oximeters, stethoscopes, defibrillators, CO2 electronic monitors & blood glucose products, etc.	<u>15.1</u> %
6	Disposable Medical Supplies: Tape, dressings, bandages, band-aids, EKG electrodes, defibrillation pads and gel, defib paper, cotton balls, pill envelopes, cups, diapers, drape sheets, exam roll paper, paper gowns, tongue depressors, anti-embolism stockings, etc.	<u>15.1</u> %
7	Immobilization/Extrication Equipment: Pediatric boards & carriers, short and long backboards, straps, sandbags, head immobilization devices, cervical collars, shock trousers, KED and vest devices, vacuum mattresses, split stretchers, etc.	<u>15.1</u> %
8	Manikins, Training Aids & Supplies: Manikins and their supplies for: CPR, ACLS and Trauma. Airway management, rescue, choking, OB, cricothyrotomy, central, periferial and intraosseous IV access, pneumothorax. Moulage kits and other training aids, etc.	<u>15.1</u> %
9	Medical & First Aid Supplies: Alcohol preps, ointments, poison kits, glucose, irrigation solutions,	<u>15.1</u> %

	eye wash, lubricating jelly, pans and basins, pain relievers, hot and cold packs, sting swabs, hydrogen peroxide, iodine and alcohol, etc.	
10	Oxygen/Resuscitation Equipment & Supplies: Portable resuscitators and cases, demand valves, transport ventilators, minilators, reusable and disposable resuscitation masks, oxygen flowmeters, fittings, regulators, cylinders and holders, bag valve masks, oxygen masks, cannulas, humidifiers, nebulizers, ventilator circuits and CPR pocket masks, etc.	<u>15.1</u> %
11	Pharmaceuticals & IV Supplies & Equipment: IV solutions, IV warmers, catheters, syringes, needles, pressure infusers, infusion pumps, sharps containers, tourniquets, needleless IV products, drug cases and locks, blood collection supplies, intraosseous needles and kits, safety catheters, administration sets, etc.	<u>15.1</u> %
12	Splinting Devices & Accessories: Reusable and disposable splints, splint kits, traction devices and vacuum splints, crutches and supplies, extremity braces, etc.	<u>15.1</u> %
13	Suction Supplies & Devices: Suction catheters, tips and tubing, hand, oxygen and battery powered suction devices, parts and accessories, on-board vehicle suction, etc.	<u>15.1</u> %
14	Medical Testing/Screenings and Supplies: urinalysis, strep throat, pregnancy, kidney stone, cholesterol, etc.	<u>10.1</u> %
15	Disinfectant and Germicides: cavidade, OB stretcher antiseptic, infection control kits, infection control blankets, etc.	<u>15.1</u> %
16	Personal Protective Equipment: surgical scrubs, safety glasses, gloves, N95 mask, etc.	<u>10.1</u> %
17	Wound Care: suture removal kit, staple removal kit, etc.	<u>15.1</u> %
18	Bio-Hazard: containers, red bags, etc.	<u>15.1</u> %
19	Emergency, Trauma & First Aid Kits: Preassembled medical kits, oxygen kits, first aid kits, OB kits, fluid spill kits, snakebite kits, IV start kits, glucose kits, chest decompression and cricothyrotomy kits, holster sets, etc.	<u>15.1</u> % H
20	Medical/Trauma Bags & Cases: Oxygen bags and duffles, accessory pouches, medical and trauma	<u>15.1</u> %

	bags, duffles and packs, hard cases and boxes, fanny packs, medical bike bags, latex free kits, monitor cases and batteries, drug and intubation cases, etc.	
21	Tools, Personal Items, Lights & Supplies: Windshield tools, ring cutters, ECG calipers, knives, penlights, otoscopes, ophthalmoscopes, hemostats, scissors and shears, forceps, personal tools, holster sets, flashlights, strobes and liteboxes, pins, name tags, patches, badges, decals, patient field notebooks, etc.	<u>15.1</u> %
22	Body Armor & Apparel: Protective body armor for EMS personnel, etc.	<u>No B.D</u> %
23	Vehicle Emergency Lighting, Equipment & Supplies: Emergency vehicle lightbars, strobes, beacons, sirens, computer brackets, replacement bulbs, lighthead and directional lights, speakers, etc.	<u>No B.D</u> %
24	Mass Casualty, Disaster & Decontamination: Barrier tape, boundary and traffic cones, specialty vests, incident management systems, triage kits, tags and supplies, disaster boards, shelters, tarps, decon tables and systems, personal decon kits, decon showers and accessories, etc.	<u>10.1</u> %
25	Specialized & Technical Rescue Equipment: Litters, wire and plastic basket stretchers, tripods, sked rescue system, reeves specialized stretchers, rescue rope, harnesses, pullies, carabiners, anchor straps, gloves, throw bags, water rescue equipment, misc. rescue and confined space equipment, etc.	<u>10.1</u> %
26	Dental Supplies, etc.	<u>10.1</u> %
27	Miscellaneous supplies not listed in other categories	<u>10.1</u> %
28	Total Cost for 25 Catalog's w/FOB Destination	<u>\$0.00</u> %

Bidder's Name:

Henry Schenck

Bidder's Phone:

800 845 3550

Fax #:

800 533 4793

Signature of Authorized Bidder's Agent:

[Signature]

Title:

Vice President

**SANTA FE COUNTY
PRICE AGREEMENT
FOR MEDICAL SUPPLIES**

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between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

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A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

23. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

24. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Midwest Medical Supply
13400 Lakefront Drive
Earth City, MO 63045

CONTRACTOR

John Ridd
Signature

7/15/13
Date

John Ridd, EMS Specialist
Print Name and Title

FEDERAL TAX I.D. NUMBER: 43-1741196

BID SHEET

Please offer your best price, for each item as outline below. **Bidders shall complete the following bid sheet in full.** Be advised that award may be made without discussion with Bidders on offers received.

Item	Article and Description	Percent Discount off Catalog's Price
1	Airway Supplies & Equipment: Oral & nasal airways, combitubes, LMA's, laryngoscope blades and stylets, forceps, ET tubes, tube holders and kits, CO2 chemical detectors, batteries for airway equipment, etc.	<u>25</u> %
2	Books and Video: Educational and reference materials and compliance kits, etc.	<u>10</u> %
3	Burn Management Packs & Supplies: Burn kits and dressings, sterile burn supplies, etc.	<u>25</u> %
4	Cots, Stretchers, Patient Transport Accessories & Supplies: Cots, cot fasteners, cot accessories, IV poles, restraints, pillows, blankets and linens, stair chairs, child car/safety seats, breakaway flat stretchers, etc.	<u>25</u> %
5	Diagnostic & Monitoring Equipment: Blood pressure cuffs & monitors, pulse oximeters, stethoscopes, defibrillators, CO2 electronic monitors & blood glucose products, etc.	<u>25</u> %
6	Disposable Medical Supplies: Tape, dressings, bandages, band-aids, EKG electrodes, defibrillation pads and gel, defib paper, cotton balls, pill envelopes, cups, diapers, drape sheets, exam roll paper, paper gowns, tongue depressors, anti-embolism stockings, etc.	<u>25</u> %
7	Immobilization/Extrication Equipment: Pediatric boards & carriers, short and long backboards, straps, sandbags, head immobilization devices, cervical collars, shock trousers, KED and vest devices, vacuum mattresses, split stretchers, etc.	<u>25</u> %
8	Manikins, Training Aids & Supplies: Manikins and their supplies for: CPR, ACLS and Trauma. Airway management, rescue, choking, OB, cricothyrotomy, central, periferial and intraosseous IV access, pneumothorax. Moulage kits and other training aids, etc.	<u>25</u> %
9	Medical & First Aid Supplies: Alcohol preps, ointments, poison kits, glucose, irrigation solutions.	<u>25</u> %

	bags, duffles and packs, hard cases and boxes, fanny packs, medical bike bags, latex free kits, monitor cases and batteries, drug and intubation cases, etc.	
21	Tools, Personal Items, Lights & Supplies: Windshield tools, ring cutters, ECG calipers, knives, penlights, otoscopes, ophthalmoscopes, hemostats, scissors and shears, forceps, personal tools, holster sets, flashlights, strobes and liteboxes, pins, name tags, patches, badges, decals, patient field notebooks, etc.	<u>25</u> %
22	Body Armor & Apparel: Protective body armor for EMS personnel, etc.	<u>25</u> %
23	Vehicle Emergency Lighting, Equipment & Supplies: Emergency vehicle lightbars, strobes, beacons, sirens, computer brackets, replacement bulbs, lightheads and directional lights, speakers, etc.	<u>N/A</u> %
24	Mass Casualty, Disaster & Decontamination: Barrier tape, boundary and traffic cones, specialty vests, incident management systems, triage kits, tags and supplies, disaster boards, shelters, tarps, decon tables and systems, personal decon kits, decon showers and accessories, etc.	<u>25</u> %
25	Specialized & Technical Rescue Equipment: Litters, wire and plastic basket stretchers, tripods, sked rescue system, reeves specialized stretchers, rescue rope, harnesses, pulleys, carabiners, anchor straps, gloves, throw bags, water rescue equipment, misc. rescue and confined space equipment, etc.	<u>25</u> %
26	Dental Supplies, etc.	<u>25</u> %
27	Miscellaneous supplies not listed in other categories	<u>25</u> %
28	Total Cost for 25 Catalog's w/FOB Destination	<u> </u> %

Bidder's Name: Midwest Medical Supply Co., LLCBidder's Phone: 888-540-3232 Fax #: 800-545-0065Signature of Authorized Bidder's Agent: [Signature]Title: EMS Specialist

Discount is off list price on mms website
 www.mmsmedical.com at time of order.

**SANTA FE COUNTY
PRICE AGREEMENT
FOR MEDICAL SUPPLIES**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and **Bound Tree Medical, LLC**, whose address is 5000 Tuttle Crossing Blvd., Dublin, Ohio 43016, authorized to do business in the State of New Mexico (hereinafter referred to as the "Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department, Commission or Board of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide Medical Supplies to the Using Department when issued a Purchase Order.
- E. **"Discount"** means the fixed discounts for items purchased by the County and its departments for Medical Supplies as listed in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement are the prices for the Contractor's items and goods. Attachment A also indicates any specifications required for the items and goods that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items and goods listed on Attachment A. Any item ordered by the County must be a good or item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0259-C-CORR/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0259-C-CORR/MS including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

- F. Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years with the same prices and rates as indicated on Attachment A and as stated in this Price Agreement.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for

between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

21. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

22. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

23. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

24. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

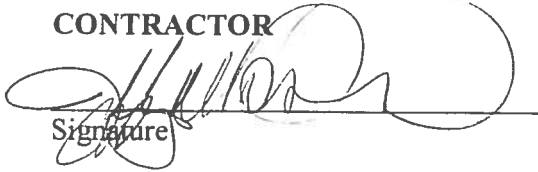
To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.,
Dublin, Ohio 43016

CONTRACTOR


Signature

7/12/13
Date

Jeff Puskal President
Print Name and Title

FEDERAL TAX I.D. NUMBER: 31-1739487

CONTRACTOR

Signature

Date

Print Name and Title

FEDERAL TAX I.D. NUMBER: _____

BID SHEET

Please offer your best price, for each item as outline below. **Bidders shall complete the following bid sheet in full.** Be advised that award may be made without discussion with Bidders on offers received.

Item	Article and Description	Percent Discount off Catalog's Price
1	Airway Supplies & Equipment: Oral & nasal airways, combitubes, LMA's, laryngoscope blades and stylets, forceps, ET tubes, tube holders and kits, CO2 chemical detectors, batteries for airway equipment, etc.	<u>31</u> %
2	Books and Video: Educational and reference materials and compliance kits, etc.	<u>31</u> %
3	Burn Management Packs & Supplies: Burn kits and dressings, sterile burn supplies, etc.	<u>31</u> %
4	Cots, Stretchers, Patient Transport Accessories & Supplies: Cots, cot fasteners, cot accessories, IV poles, restraints, pillows, blankets and linens, stair chairs, child car/safety seats, breakaway flat stretchers, etc.	<u>31</u> %
5	Diagnostic & Monitoring Equipment: Blood pressure cuffs & monitors, pulse oximeters, stethoscopes, defibrillators, CO2 electronic monitors & blood glucose products, etc.	<u>31</u> %
6	Disposable Medical Supplies: Tape, dressings, bandages, band-aids, EKG electrodes, defibrillation pads and gel, defib paper, cotton balls, pill envelopes, cups, diapers, drape sheets, exam roll paper, paper gowns, tongue depressors, anti-embolism stockings, etc.	<u>31</u> %
7	Immobilization/Extrication Equipment: Pediatric boards & carriers, short and long backboards, straps, sandbags, head immobilization devices, cervical collars, shock trousers, KED and vest devices, vacuum mattresses, split stretchers, etc.	<u>31*</u> %
8	Manikins, Training Aids & Supplies: Manikins and their supplies for: CPR, ACLS and Trauma. Airway management, rescue, choking, OB, cricothyrotomy, central, periferial and intraosseous IV access, pneumothorax. Moulage kits and other training aids, etc.	<u>31*</u> %
9	Medical & First Aid Supplies: Alcohol preps, ointments, poison kits, glucose, irrigation solutions.	<u>31</u> %

*See exceptions letter

*See exceptions letter

	bags, duffles and packs, hard cases and boxes, fanny packs, medical bike bags, latex free kits, monitor cases and batteries, drug and intubation cases, etc.	
21	Tools, Personal Items, Lights & Supplies: Windshield tools, ring cutters, ECG calipers, knives, penlights, otoscopes, ophthalmoscopes, hemostats, scissors and shears, forceps, personal tools, holster sets, flashlights, strobes and liteboxes, pins, name tags, patches, badges, decals, patient field notebooks, etc.	<u>31</u> %
22	Body Armor & Apparel: Protective body armor for EMS personnel, etc.	<u>No Bid</u> %
23	Vehicle Emergency Lighting, Equipment & Supplies: Emergency vehicle lightbars, strobes, beacons, sirens, computer brackets, replacement bulbs, lighthoods and directional lights, speakers, etc.	<u>No Bid</u> %
24	Mass Casualty, Disaster & Decontamination: Barrier tape, boundary and traffic cones, specialty vests, incident management systems, triage kits, tags and supplies, disaster boards, shelters, tarps, decon tables and systems, personal decon kits, decon showers and accessories, etc.	<u>31</u> %
25	Specialized & Technical Rescue Equipment: Litters, wire and plastic basket stretchers, tripods, sked rescue system, reeves specialized stretchers, rescue rope, harnesses, pullies, carabiners, anchor straps, gloves, throw bags, water rescue equipment, misc. rescue and confined space equipment, etc.	<u>31</u> %
26	Dental Supplies, etc.	<u>No Bid</u> %
27	Miscellaneous supplies not listed in other categories	<u>31</u> %
28	Total Cost for 25 Catalog's w/FOB Destination	<u>31</u> %

Bidder's Name: Bound Tree Medical, LLC

Bidder's Phone: (800) 533-0523

Fax #: (877) 311-2437

Signature of Authorized Bidder's Agent: 

Title: Sr. Pricing Analyst

To Whom It May Concern,

In response to your request, Bound Tree Medical is pleased to offer 31% off of list for all items Bound Tree Medical offers. Our web site is www.boundtree.com

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the cost variability of these items as a result of market demand and raw material costs. Products excluded from the percentage off offer include the following:

Manufacturers Excluded		Product Categories Excluded
Advanced Circulatory Systems		Backboards
CAS		Hot and Cold Packs
Junkin Safety		King Tubes (not kits) and Airways
Laerdal (Manikins and AHA items)		Gloves
Nasco		Pharmaceuticals
Shock Doctor		Rescue Buddies (Charitable item)
Simulaids		IV Solutions
Stryker		
Thermal Angel		
TSG		

We are pleased to provide you with a competitive offer for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

Bethany Moore

Bethany Moore
Manager, Bids/Contracts

ATTACHMENT A



Robert A. Garcia
Sheriff
986-2455
ragarcia@santafecounty.org

Ron E. Madrid
Undersheriff
986-2455
rmadrid@santafecounty.org

35 Camino Justicia – Santa Fe, New Mexico 87508

MEMORANDUM

To: Board of County Commissioners

Fr: Undersheriff Ron Madrid

Date: July 8, 2013

BCC Date: July 30, 2013

Re: Request Authorization to renew the Santa Fe Animal Shelter lease at \$1,295.00 per month for the Santa Fe Animal Control Division located on 100 Caja del Rio Road, Santa Fe, NM 87507. (Sheriff's Office; Capt. Adan Mendoza)

Issue:

The lease with the Santa Fe Animal Shelter/Humane Society is for the operations of the Santa Fe Animal Control offices located on 100 Caja del Rio Road, Santa Fe, New Mexico 87507, which is approximately 1,036 square feet to house the employees. Due to the unique programmatic requirements of the Animal Control Division this is the only facility in the county that will meet the functional needs of this Division of the Sheriff's Department.

Monthly payment will be in the amount of \$1,295.00 through June 30, 2017. The lease renewal will be under the same terms and conditions of the original lease including the monthly fee of 1,295.00 per month.

Term of Lease: Lease agreement is for a period of four (4) years, commencing on the date of last signature by parties and terminating on June 30, 2017.

Action Requested:

Requesting authorization to renew the Santa Fe Animal Shelter lease at \$1,295.00 per month, for the purpose of facilitating the Santa Fe Animal Control Division, located on 100 Caja del Rio Road, Santa Fe, New Mexico 87507.

**PROPERTY LEASE AGREEMENT
WITH SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY**

This Lease Agreement is made and entered into this _____ day of _____ 2013 by and between the **Santa Fe Animal Shelter and Humane Society**, located at 100 Caja del Rio Road, Santa Fe, N.M. 87507, hereinafter referred to as the "Lessor" and **Santa Fe County**, hereinafter referred to as the "Lessee".

In consideration of the covenants and agreements of the Lessee as set forth in this Lease, the Lessor does hereby lease, let and demise unto the Lessee, under the conditions specified below, office space located at 100 Caja del Rio Road, Santa Fe, N.M. 87507 ("the Premises").

1. Conditions of Lease

- A. This Lease pertains to office space of approximately 1,036 square feet at the Santa Fe Animal Shelter and Humane Society, located at 100 Caja del Rio Road, Santa Fe, N.M. 87507. The Premises will be utilized to house Santa Fe County Animal Control employees.
- B. Lessee shall also have use of common areas, including all restrooms, hallways, and stairs.
- C. Lessor shall be responsible for the payment of all electric, gas, refuse, water and sewer charges attributable to the Premises during the Term. All security and telephone, internet, and other communications utilities shall be the responsibility of the Lessee.
- D. Lessor shall keep and maintain the Premises in good order, condition and repair, including every part and appurtenance thereof, including without limitation, the exterior and interior of all doors, door checks, windows, glass, walls, ceilings, floors, building front, fixtures, plumbing and sewage facilities within or connected to the Premises, including the free flow up to the main sewer line, heating and cooling systems, electrical systems and sprinkler systems, and pest control. Lessor shall further be responsible for (i) sweeping and snow removal on the sidewalk immediately in front of any front and rear doors to the Premises.
- E. Lessee shall comply with all fire and safety codes required by the State of New Mexico.
- F. Lessee shall provide custodial services for two offices; one office occupied by the Supervisor of Animal Control Officers and the other occupied by Animal Control Officers.

2. Rent

The Lessee agrees to pay the Lessor rent in the amount of One Thousand Two Hundred Ninety-Five Dollars (\$1,295.00) per month, due and payable on or before the first day of each month.

3. Insurance

Lessee shall secure liability insurance for its activities on the Premises for the Term of the Lease.

4. Term of Lease

The Lessor agrees to lease the Premises to the Lessee, under the conditions specified in Section 1 of this Lease Agreement for a period of four (4) years, commencing on the date of last signature by parties and terminating on June 30, 2017.

5. Termination

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective seven (7) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within seven (7) days, the breaching party shall have a reasonable time to cure the breach, provided that, within seven (7) days of its receipt of the written notice of termination, the breaching party (i) began to cure the breach and (ii) advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of County. County may, in its discretion, terminate this Agreement at any time for any reason by giving Contractor written notice of termination. The Notice shall specify the effective date of termination, which shall not be less than seven (7) days from Contractor's receipt of the notice. County shall pay Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. Inspection

The Lessor or its officers, agents and representatives shall have the right to enter any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to inspect the Premises or clean or make repairs or alterations to the Premises as the Lessor may deem necessary.

7. Notices

Each provision and requirement of this Lease Agreement or of any applicable governmental laws, ordinances, or regulations, for the giving of notice shall be deemed to be complied with when and if the following steps were taken:

- A. All rent and other payments required to be made by the Lessee to the Lessor hereunder shall be payable to the Lessor at the following address or at such other address as the Lessor may specify from time to time by written notice delivered in accordance herewith:

Santa Fe Animal Shelter and Humane Society
Attn: Mary Martin or Robert Hernandez
100 Caja del Rio Road
Santa Fe, N.M. 87507

- B. All notices to the Lessee provided for in this Lease Agreement shall be sent to the Lessee at the following address:

Santa Fe County
P.O. Box 276
Santa Fe, N.M. 87504

- C. Any notice required to be delivered hereunder shall be deemed to be delivered when deposited in the United States Mail postage prepaid, certified or registered mail (with or without return receipt requested) addressed to the parties hereto at the addresses set forth above or at such other address as either of said parties have theretofore specified by written notice delivered in accordance herewith.

8. Force Majeure

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, war, restrictive governmental laws or regulations or any other causes of any kind whatsoever which are beyond the control of the Lessor.

9. Severability

If any clause or provision of this Lease Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the Term, the remaining clauses or provisions shall not be affected thereby. In lieu of the illegal, invalid or unenforceable clause or provision there shall be added as a part of this Lease Agreement, a legal, valid or enforceable clause or provision similar in purpose and effect to such illegal, invalid or unenforceable clause or provision.

10. Amendments: Binding Effect

This Lease Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of the Lease Agreement shall be deemed to have been waived by the Lessor unless such waiver be in writing signed by the Lessor and addressed to the Lessee, nor shall any custom or practice which might evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of the Lessor to insist upon the performance by the Lessee in strict accordance with the terms hereof. The terms and conditions contained in this Lease Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

11. Choice of Law

This Lease Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district court of New Mexico, located in Santa Fe County.

12. Assigns

All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors and assigns.

13. Scope of the Agreement: Merger

This Lease Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Lease Agreement.

14. Alterations, Additions, and Improvements

- A. Lessee shall not make any alterations, additions, or improvements to the Premises without the written consent of Lessor, which consent shall not be unreasonably withheld, and then only upon the terms and conditions as may be reasonably imposed by Lessor.
- B. Lessee agrees that all alterations, additions, or improvements desired by Lessee shall be made at the expense of Lessee. Lessee shall not permit a mechanic's or material men's lien to be filed against or attach to the Premises as a result of any work done by Lessee to Premises. If any lien is filed against or attaches to the Premises, Lessee shall immediately notify Lessor in writing and Lessee shall cause such lien to be removed within sixty (60) days of notice thereof, or if Lessee, in good faith, desires to contest such lien, Lessee shall be privileged to do

so, and shall, in the event of judgment or foreclosure on such lien, caused the same to be discharged and removed prior to the execution of such judgment.

- C. Lessee agrees that any and all alterations, additions and improvements except for sign, shelving and moveable furniture, fixtures and equipment shall merge with and become permanent part of the Premises and any and all interest of Lessee shall vest in Lessor. At the termination of this Lease, Lessee shall be responsible for removing any signs, shelving and moveable furniture and equipment owned by Lessee from the Premises and Lessee shall repair any damage caused by the removal of same. Additionally, Lessor may, at its option, require Lessee to remove any additions, repair and alterations in order to restore the Premises to the condition existing at the time Lessee took possession, with all costs of removal to be borne by Lessee.

15. Signs

Subject to applicable governmental ordinances, rules and regulations, Lessee may, at Lessee's expense erect and maintain a sign or signs to carry out the purpose for which the Lessee is leasing the Premises, provided that the location, type and design of all exterior signs shall be approved in writing by Lessor. Within ten (10) days of the expiration of this Lease, or any renewal or extension thereof, Lessee shall remove such sign or signs and shall repair any damages to the Premises caused thereby at Lessee's expense.

16. Condemnation

- A. If during the Term of Lease all or substantially all of the Premises are permanently taken by condemnation or eminent domain or purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, either party may terminate this Lease effective as of the day of physical possession by the condemning authority and Rent shall be abated for the unexpired portion of this Lease.
- B. If only a portion of the Premises are taken and the Lease is not terminated pursuant to subparagraph "A" above, Lessor, in its sole and exclusive discretion and at its sole risk and expense, may restore and reconstruction the Premises to make it reasonably tenantable and the Rent shall be adjusted so the Lessee shall, for the remainder of the Term, pay that portion of the Rent that the Premises remaining after the taking bears to the whole of the Premises before the taking.
- C. Lessee shall not have any right to any award or payment, or portion thereof, made to Landlord in connection with any condemnation, taking or purchase in lieu thereof.

17. Destruction of or Damage to Premises

Lessee agrees that if at any time during the Term, the Premises shall be totally or partially destroyed due to any cause whatsoever, upon Lessee's written notice to Lessor of such destruction, Lessor shall have the option to rebuild or repair the Premises to such state of condition and repair as existed immediately prior to such destruction or damage, provided

that rebuilding or repair shall be completed within one hundred eighty (180) days of Lessee's obtaining appropriate permits to commence repairs or construction. In such case, rental herein shall be abated or adjusted until the Premises have been rebuilt or repaired. If, within thirty (30) days following receipt of Lessee's written notice of destruction or damage, Lessor elects not to rebuild or repair the Premises, Lessor shall so notify Lessee in writing, and thereupon this Lease shall terminate and become null and void. Lessor shall have no duty or obligation to rebuild or repair any furniture, fixtures, equipment of other personal property belonging to Lessee or used in Lessee's business. Notwithstanding the foregoing, if Lessor is unable, or will be unable to complete repairs or construction as required herein, Lessee may terminate this Lease with written notice to Lessor and all further obligations shall cease as of the date of Landlord's receipt of such notice.

18. Quiet Enjoyment

Lessor has full right to execute and to perform this Lease and to grant to the estate demised and the Lessee, upon payment of the required rents and performing the terms, conditions, covenants, and agreements contained in this Lease, shall peaceably and quietly have, hold, and enjoy the Premises during the full term provided that Landlord shall not be responsible for the acts or omissions of any other tenant or third party which may interfere with Lessee's use and enjoyment of the Premises. Lessee shall observe the rights of Lessor's other tenants to the quiet enjoyment of their leaseholds and shall not permit acts or omissions of any person or persons under Lessee's control which may interfere with such other lessee's quiet enjoyment of their leaseholds.

19. Taxes

Lessor shall pay real property taxes, to include any special and general assessments, on the tax parcel containing the Premises and against any alterations, additions and improvements thereon.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date written above.

SANTA FE COUNTY - LESSEE

Kathleen S. Holian, Chair
Santa Fe County Board of County Commissioners

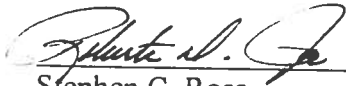
Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

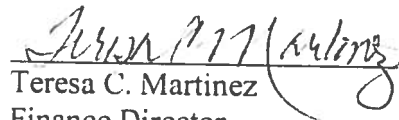
Date

APPROVED AS TO FORM


Stephen C. Ross
Santa Fe County Attorney

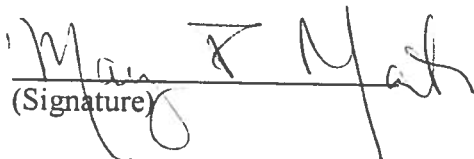
July 2, 2013
Date

FINANCE DEPARTMENT


Teresa C. Martinez
Finance Director

7/16/13
Date

SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY - LESSOR


(Signature)

July 16, 2013
Date

Mary Martin
(Print Name)

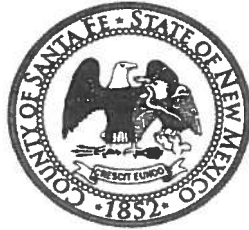
Executive Director
(Print Title)

FEDERAL TAX IDENTIFICATION NUMBER: 856 000 484

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3




Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

From: Teresa Martinez, Finance Director 

Through: Katherine Miller, County Manager

Date: July 15, 2013

RE: Introduction And Possible Action On Resolution 2013- A Resolution Requesting The Approval Of The Fiscal Year 2013 Fourth Quarter Financial Report As A Component Of The Fiscal Year 2014 Final Budget Submission To The New Mexico Department Of Finance And Administration, Local Government Division And Associated Waiver Of Requirements Of Resolution No. 2013-026.

ISSUE

The Santa Fe County Finance Division is requesting a waiver of the requirements of Resolution 2013-026 and formal approval of the Fiscal Year 2013 Fourth Quarter Financial Report to the New Mexico Department of Finance and Administration for the period ending June 30, 2013.

BACKGROUND

The Santa Fe County Finance Division is tasked with regular reporting to the State of New Mexico Department of Finance and Administration, Local Government Division (DFA-LGD). Among the reports that the DFA-LGD requires is a quarterly financial report which is due within 30 days of the end of each quarter. This report, to be submitted in a prescribed format, contains information on the revenue, expenses, and cash balances (including detailed investment information) of Santa Fe County. Beginning in fiscal year 2011, the DFA-LGD has required that this report, which is certified by the Finance Director, be formally approved by the BCC for the fourth quarter of each fiscal year and submitted as a component of each new fiscal year's final budget submission.

In his annual budget preparation memo, Memorandum #BFB-13-01 dated April 10, 2013 DFA-LGD Division Director Ryan Gleason restated the requirement that the Fiscal Year 2013 fourth quarter financial report be formally approved by the BCC and submitted to the DFA-LGD as a component of the Fiscal Year 2014 Final Budget on or before July 31, 2013.

As you will recall, the Fiscal Year 2014 Final Budget was approved on June 11, 2013. The formal approval of the Fiscal Year 2013 fourth quarter financial report will allow for the complete submission to DFA-LGD of all required documents by the July 31, 2013 deadline.

The FY 2013 4th quarter report cannot be completed until year end processes have been completed. These processes are lengthy and will be completed as soon as possible. As a result of these lengthy processes, unfortunately, the report could not be presented at the July 9, 2013 BCC meeting and may not be completed until just prior to the BCC meeting on July 30, 2013. However, every effort is being made to complete the report with adequate time for your review.

RECOMMENDATION

It is the recommendation of the Finance Division that the Board of County Commissioners waive the requirements of Resolution 2013-026, and give formal approval of the Fiscal Year 2013 fourth quarter financial report.

SANTA FE COUNTY

RESOLUTION NO. 2013-_____

**A RESOLUTION APPROVING THE FOURTH QUARTER FY 2013 FINANCIAL
REPORT FOR SUBMISSION TO THE STATE OF NEW MEXICO DEPARTMENT OF
FINANCE AND ADMINISTRATION AS A COMPONENT OF THE FISCAL YEAR 2014
FINAL BUDGET SUBMISSION**

WHEREAS, the State of New Mexico Department of Finance and Administration, Local Government Division (DFA-LGD) under authority provided in Section 6-6-2, NMSA 1978 requires that local public bodies submit a quarterly financial report within 30 days of the close of each quarter;

WHEREAS, Memorandum #BFB-13-01 issued by the DFA-LGD on April 10, 2013 requires that each local public body formally approve and submit to DFA-LGD a Fiscal Year 2014 Final Budget accompanied by a fourth quarter Fiscal Year 2013 financial report for the period ending June 30, 2013;

WHEREAS, Resolution 2013-56, approved by the Santa Fe County Board of County Commissioners (BCC) on June 11, 2013, adopted the Fiscal Year 2014 Final Budget for submission to the DFA-LGD on or before July 31, 2013;

WHEREAS, the Fiscal Year 2013 fourth quarter financial report for the period ending June 30, 2013 has been prepared in compliance with the requirements of the DFA-LGD and is attached hereto as Attachment A.

NOW, THEREFORE, BE IT RESOLVED, that the BCC hereby formally approves the fourth quarter Fiscal Year 2013 financial report (unaudited) for the period ending June 30, 2013.

APPROVED, ADOPTED AND PASSED this 30th day of July, 2013.

BOARD OF COUNTY COMMISSIONERS

Kathy Holian, Chairperson

ATTEST:

APPROVED AS TO FORM:

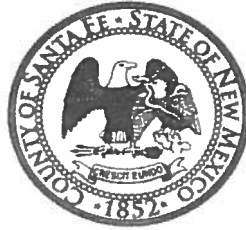
Geraldine Salazar, County Clerk

Stephen C. Ross, County Attorney

Daniel Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: July 30, 2013

TO: Board of County Commissioners

Cc: Katherine Miller, County Manager

FROM: Teresa Martinez, Finance Director *TM*

SUBJECT: Request Approval of a Resolution for a Budget Increase for the Regional Transit Gross Receipts Tax Fund (202) / \$148,668

BACKGROUND:

Santa Fe County, which is a member of the North Central Regional Transit District, enacted the Regional Transit Gross Receipt tax effective July 1, 2009. Santa Fe County receives this tax monthly and then forwards the entire amount to the North Central Regional Transit District. A budget of \$3,845,000 was included for fiscal year 2013; however, the actual gross receipts taxes received are \$148,668 greater than estimated.

RECOMMENDATION:

The Finance Division requests approval of a budget resolution to increase the budget in the amount of \$148,668 for the Regional Transit Gross Receipts Tax Fund (202) to the total amount of gross receipts taxes that have been received for fiscal year 2013.

SANTA FE COUNTY

Page 1 of 4

RESOLUTION 2013 - _____

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on July 30, 2013, did request the following budget adjustment:

Department / Division: Growth Management Fund Name: Regional Transit Fund (202)

Budget Adjustment Type: Budget Increase Fiscal Year: 2013 (July 1, 2012 - June 30, 2013)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
202	0535	311	0210	Regional Transit Gross Receipts Tax	\$148,668	
TOTAL (if SUBTOTAL, check here)					\$148,668	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
202	0535	454	7090	Other Operating Costs / Misc. Costs	\$148,668	
TOTAL (if SUBTOTAL, check here)					\$148,668	

Requesting Department Approval: [Signature] Title: Finance Services Director Date: 7/17/13

Finance Department Approval: [Signature] Date: 7/17/13 Entered by: _____ Date: _____

County Manager Approval: _____ Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2013 -

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Teresa Martinez Dept/Div: Finance Phone No.: 986-6375

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.
Request is to increase the budget for the Regional Transit Gross Receipts Tax to the total amount that was received for Fiscal Year 2013 by the County which is then forwarded to the North Central Regional Transit District.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

- 2) Is the budget action for RECURRING expense X or for NON-RECURRING (one-time only) expense

SANTA FE COUNTY

Page 3 of 4

RESOLUTION 2013 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Teresa Martinez Dept/Div: Finance Phone No.: 986-6375

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

• 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:

- a) If this is a state special appropriation, YES _____ NO X

If YES, cite statute and attach a copy.

- b) Does this include state or federal funds? YES _____ NO X

If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.

- c) Is this request is a result of Commission action? YES _____ NO X
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).

- d) Please identify other funding sources used to match this request.
There are no other funding sources to match this request.

SANTA FE COUNTY

Page 4 of 4

RESOLUTION 2013 - _____

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 30th Day of July, 2013.

Santa Fe Board of County Commissioners

Kathy Holian, Chairperson

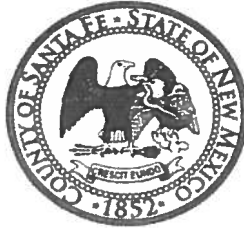
ATTEST:

Geraldine Salazar, County Clerk

Daniel Mayfield
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

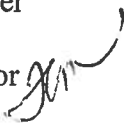
Katherine Miller
County Manager

MEMORANDUM

DATE: July 30, 2013

TO: Board of County Commissioners

Cc: Katherine Miller, County Manager

FROM: Teresa Martinez, Finance Director 

SUBJECT: Request Approval of a Resolution to Transfer Investment Income for the 2008 GRT Revenue Bond Fund (333) to the 2008 GRT Revenue Debt Service Fund (406) and From the GOB Series 2008 Fund (334) to the GOB Debt Service Fund to Pay Debt Service / \$16,185

BACKGROUND:

The Gross Receipts Tax Revenue Bond Series 2008 in the amount of \$30 million is for construction and improvements to the County Courthouse and other public facilities in the County. The bond document for the GRT Revenue Bond Series 2008 requires investment earnings accumulated in the Bond Proceeds Fund (333) to be transferred annually at the end of the fiscal year to the Debt Service Fund (406) and used to pay debt service.

The General Obligation Bond Series 2008 in the amount of \$32,500,000 is for water projects within Santa Fe County. There is a balance of \$1,775 from investment earnings in the Bond Proceeds Fund (334) and can be transferred to the Debt Service Fund (401) to pay debt service.

RECOMMENDATION:

The Finance Division requests approval of a resolution to transfer \$14,410 of investment income earnings realized on bond proceeds from the 2008 GRT Revenue Bond Fund (333) to the GRT Debt Service Fund (406) and \$1,775 of investment income earnings from the 2008 General Obligation Bond Fund (334) to the GOB Debt Service Fund (401) to be used to pay debt service.

SANTA FE COUNTY

Page 1 of 5

RESOLUTION 2013 -

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on July 30, 2013, did request the following budget adjustment:

Department / Division: County Manager / Finance

Fund Name: General Fund (101), 2008 GRT Revenue Bond (333);
GOB Series 2008 (334); GRT Revenue Bond Debt Service (406);
and GOB Debt Service (401)

Budget Adjustment Type: Budget Transfers Between Funds Fiscal Year: 2013 (July 1, 2012 - June 30, 2013)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
406	1696	390	0101	Operating Transfer In / From General Fund		
406	1696	390	0333	Operating Transfer In / From Bond Proceeds	\$14,410	\$14,410
333	0796	360	0301	Investment Income	\$9,759	
333	0796	385	0400	Budgeted Cash	\$4,651	
TOTAL (if SUBTOTAL, check here)					\$28,820	\$14,410

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
333	0796	490	0406	Operating Transfer Out	\$14,410	
101	0796	490	0406	Operating Transfer Out		\$14,410
101	0796	481	8001	Capital / Buildings & Structures	\$14,410	
TOTAL (if SUBTOTAL, check here X)					\$28,820	\$14,410

Requesting Department Approval: Jessica Martinez Title: Finance Director Date: 7/1/13

Finance Department Approval: Jessica Martinez Date: 7/1/13 Entered by: _____ Date: _____

County Manager Approval: _____ Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

Page 2 of 5

RESOLUTION 2013 - _____

BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
401	0000	311	0501	Property Tax / Current		
401	0000	390	0334	Operating Transfer In / From Fund 334	\$1,775	\$1,775
334	0000	385	0400	Budgeted Cash	\$1,775	
TOTAL (if SUBTOTAL, check here)					\$32,370	\$16,185

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
334	0000	490	0401	Operating Transfer Out / To Fund 401	\$1,775	
TOTAL (if SUBTOTAL, check here)					\$30,595	\$14,410

SANTA FE COUNTY

RESOLUTION 2013 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Teresa Martinez Dept/Div: ASD / Finance Phone No.: 986-6375

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.

Request is to transfer \$14,410 of investment income earnings realized on bond proceeds from the 2008 GRT Revenue Bond Fund (333) to the GRT Revenue Bond Debt Service Fund (406) as required by bond indenture to be used to pay debt service. This request also transfers a bond balance of \$1,775 from investment income for the GOB Series 2008 Fund (334) to the GOB Debt Service Fund (401) to be used to pay debt service.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

- 2) Is the budget action for RECURRING expense _____ or for NON-RECURRING (one-time only) expense X

SANTA FE COUNTY

Page 4 of 5

RESOLUTION 2013 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Teresa Martinez Dept/Div: ASD / Finance Phone No.: 986-6375

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:

- a) If this is a state special appropriation, YES NO X X
If YES, cite statute and attach a copy.

- b) Does this include state or federal funds? YES NO X X
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.

- c) Is this request is a result of Commission action? YES NO X X
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
This request is not the result of Commission action; however, bonds were issued with Commission approval.

- d) Please identify other funding sources used to match this request.
There are no other funding sources to match this request.

SANTA FE COUNTY

Page 5 of 5

RESOLUTION 2013 - _____

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 30th Day of July, 2013.

Santa Fe Board of County Commissioners

Kathy Holian, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

MEMORANDUM

To: The Board of County Commission

From: Teresa C. Martinez 

Via: Katherine Miller

Date: July 30, 2013

Subject: **Introduction And Possible Action On Resolution No. 2013-____, A Resolution Authorizing The Surplus Of Fixed Assets In Accordance With State Statutes And Associated Waiver Of Requirements Of Resolution No. 2013-026. (Assets greater than \$5,000)**

ISSUE:

On an annual basis, department staff/elected officials are required to collect information related to inoperable or obsolete property and equipment of Santa Fe County in order to determine its eligibility for surplus.

BACKGROUND:

Santa Fe County follows the State of New Mexico statutory policies to dispose of surplus property and equipment pursuant to NMSA 1978, Section 13-6-1 (2007). Each Santa Fe County department/elected office participates in the process to review damaged, broken, or obsolete fixed assets inventory to determine whether assets are usable, safe for continued use, or if the cost to repair the item would be excessive.

Each department may submit a proposed listing of surplus items to the Finance Division. Electronic items are reviewed by the IT Division and vehicles are reviewed by the PW Fleet Division to determine eligibility for surplus. The final listing of all items is then forwarded to all Santa Fe County departments/elected offices, as well as, to the Association of Counties to see if other departments/elected offices or New Mexico Counties can use the items that may be offered for surplus.

REQUEST ACTION:

The finance division requests the board's consideration and approval to waive the second hearing required by Resolution 2013-26, and approve the attached resolution to surplus obsolete personal property.

Upon approval of the resolution by the Board of County Commission and notification to the State Auditor's Office, the items would be auctioned at the August 2013 Surplus Equipment Auction held by the Department of Transportation.

SANTA FE COUNTY

RESOLUTION NO. 2013-

A Resolution Authorizing the Surplus of Fixed Assets In Accordance With State Statute And Associated Waiver Of Requirements Of Resolution No. 2013-026

WHEREAS, Santa Fe County desires to dispose of certain personal property identified in Exhibit A, attached;

WHEREAS, Exhibit A details each item of personal property by department or office, equipment description, Santa Fe County property tag number, serial number, condition of equipment, and estimated fair market value;

WHEREAS, each item of personal property on Exhibit A is worn-out, unusable or obsolete to the extent that the item is no longer economical or safe for continued use by Santa Fe County;

WHEREAS, each item on Exhibit A has an estimated current resale value of five thousand dollars (\$5,000) or more.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Santa Fe County hereby approves the waiver of the requirements of Resolution No. 2013-026, and approves the disposal of the personal property listed on Exhibit A pursuant to NMSA 1978, Section 13-6-1 (2007).

APPROVED, ADOPTED AND PASSED this 30th day of July 2013.


SANTA FE BOARD OF COUNTY COMMISSIONERS

Kathleen S. Holian, Chair

ATTEST:


Geraldine Salazar, County Clerk

Approved as to form


Stephen C. Ross
County Attorney

7/17/13
Date

Finance Department


Teresa C. Martinez
Director


Date

Exhibit A

SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM
VEHICLES/HEAVY EQUIPMENT

DEPARTMENT: Public Works

PERSON COMPLETING THE FORM: Andy Winn

TELEPHONE NO.: 992-3019

TAG NUMBER	DESCRIPTION OF FIXED ASSET	VEHICLE ID NO.	MILEAGE/MACHINE HOURS	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
FA#15977	(#620)2003 Cat 430D Backhoe	0BNK03024	7865	Costly to repair	Poor	Public Works SW	\$28,000.00
FA#16693	(#716)2003 Vermeer Brush Chipper	IVRU3128921000108	1072	No longer used by the Dept.	Fair	Public Works/SW	\$65,000.00
FA#16694	(#706)2003 Vermeer Brush Chipper	IVRU3128221000113	1015	No longer used by the Dept.	Fair	Public Works/SW	\$65,000.00
G57361	(#667) 1991 GMC Water Truck	1GDL7H1J9MJ517632	71,069	Costly to repair	Fair	Public Works/Road	\$6,800.00
FA#15928	Chapple Lake attachment on (611)	SIGLEA01B226	na	Costly to repair	Fair	Public Works/SW	\$4,500.00
FA#SW-21	(#611) Case 721-C / loader	JEE0123473	2601hr.	Costly to repair	Poor	Public Works/SW	\$20,000.00
ROAD17	(#613)1997 Case 621B Loader	JEE0053703	5654 hrs	Costly to repair	Fair	Public Works/Road	\$22,000.00

NOTE: Possible Reasons for Surplus: Obsolete; excessive cost to repair; and, working but not currently used by the department
Condition of the Asset: Damaged; destroyed; working (note the condition-good, fair, or poor)

Fleet Maintenance Approval / Certification: Andy Winn 3-29-13

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

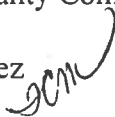
Department Director Robert M. Black Date: 3-29-13

County Manager Phyllis Cupitt Date: 5-30-13



MEMORANDUM

To: The Board of County Commission

From: Teresa C. Martinez 

Via: Katherine Miller

Date: July 30, 2013

Subject: **Introduction And Possible Action On Resolution No. 2013-____, A Resolution Authorizing The Surplus Of Fixed Assets In Accordance With State Statutes And Associated Waiver Of Requirements Of Resolution No. 2013-026. (Assets less than \$5,000)**

=====

ISSUE:

On an annual basis, department staff/elected officials are required to collect information related to inoperable or obsolete property and equipment of Santa Fe County in order to determine its eligibility for surplus.

BACKGROUND:

Santa Fe County follows the State of New Mexico statutory policies to dispose of surplus property and equipment pursuant to NMSA 1978, Section 13-6-1 (2007). Each Santa Fe County department/elected office participates in the process to review damaged, broken, or obsolete fixed assets inventory to determine whether assets are usable, safe for continued use, or if the cost to repair the item would be excessive.

Each department may submit a proposed listing of surplus items to the Finance Division. Electronic items are reviewed by the IT Division and vehicles are reviewed by the PW Fleet Division to determine eligibility for surplus. The final listing of all items is then forwarded to all Santa Fe County departments/elected offices, as well as, to the Association of Counties to see if other departments/elected offices or New Mexico Counties can use the items that may be offered for surplus.

REQUEST ACTION:

The finance division requests the board's consideration and approval to waive the second hearing required by Resolution 2013-26, and approve the attached resolution to surplus obsolete personal property such as computers, monitors, printers, furniture and vehicles.

Upon approval of the resolution by the Board of County Commission and notification to the State Auditor's Office, the items would be auctioned at the September 2013 Surplus Equipment Auction held by the Department of Public Safety, State Police Division.

SANTA FE COUNTY

RESOLUTION NO. 2013-

A Resolution Authorizing the Surplus of Fixed Assets In Accordance With State Statute And Associated Waiver Of Requirements Of Resolution No. 2013-026

WHEREAS, Santa Fe County desires to dispose of certain personal property identified in Exhibit A, attached;

WHEREAS, Exhibit A details each item of personal property by department or office, equipment description, Santa Fe County property tag number, serial number, condition of equipment, and estimated fair market value;

WHEREAS, each item of personal property on Exhibit A is worn-out, unusable or obsolete to the extent that the item is no longer economical or safe for continued use by Santa Fe County;

WHEREAS, each item on Exhibit A has an estimated current resale value of five thousand dollars (\$5,000) or less.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Santa Fe County hereby approves the waiver of the requirements of Resolution No. 2013-026, and approves the disposal of the personal property listed on Exhibit A pursuant to NMSA 1978, Section 13-6-1 (2007).

APPROVED, ADOPTED AND PASSED this 30th day of July 2013.


SANTA FE BOARD OF COUNTY COMMISSIONERS

Kathleen S. Holian, Chair

ATTEST:

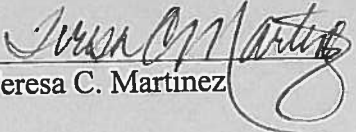
Geraldine Salazar
Santa Fe County Clerk

Approved as to form


Stephen C. Ross
County Attorney

7/17/13
Date

Finance Department


Teresa C. Martinez

7/17/13
Date

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES**

PERSON COMPLETING
THE FORM: Jorg

Jorge Lopez

TELEPHONE NO.:

986-6288

[illegible]

NOTE: Possible Reasons for Surplus:

Condition of the Asset:

Information Technology Division

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

(IT Staff Signature Certification)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Date:

6/24/2013

SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
VEHICLES/HEAVY EQUIPMENT

DEPARTMENT: Correction-Adult Detention

PERSON COMPLETING
 THE FORM: Tyler Benjamin

TELEPHONE NO.: (505) 467-9102

TAG NUMBER	DESCRIPTION OF FIXED ASSET	VEHICLE ID NO.	MILEAGE/ MACHINE HOURS	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
Unit 164/G-61965	1999 Chevrolet Malibu	1G1ND52M5XY137172	130,129	High Mileage/Expensive Maintenance	Poor	Adult Facility	\$500
Unit 168/G-60071	2005 Chevrolet Impala	2G1WF55K259194889	173,003	High Mileage, Slipping Transmission	Poor	Adult Facility	\$500
Unit 171/G-60695	2005 Ford Crown Victoria	2FAFP71W75X123875	95,222	Vehicle Not Running Unkn Issues	Poor	Public Works	\$500
Unit 173/G-52191	2002 Ford Crown Victoria	2FAFP71W72X115772	156,243	High Mileage and Not Running	Poor	Public Works	\$500
Unit 174/G-57522	1999 Chevrolet Malibu	1G1ND52M3XY127042	Unknown	Previously Crashed/Dangerous to Drive	Poor	Adult Facility	\$500
Unit 176/G-40290	1999 Ford Crown Victoria	2FAFP7WXXX178694	186,390	High Mileage, Blown Transmission	Poor	Adult Facility	\$500
Unit 192/G-43503	1999 Ford E-250	1FBSS31L0XHC07727	51,085	Blown Engine	Poor	Adult Facility	\$800
Unit 194/G-57251	2004 Crown Victoria	2FAFP71W64X129911	132,213	High Mileage/Expensive Maintenance	Fair	Adult Facility	\$500
Unit 196/G-49742	1988 Wayne MINI BUS	BA172JHB34566	101,988	Not Running	Poor	Adult Facility	\$3,000
Unit 197/G-51774	2002 Ford Crown Victoria	2FAFP71473X127082	194,178	High Mileage	Fair	Adult Facility	\$500
Unit 199/G-73372	2006 Dodge Stratus	1B3EL36R82N230980	Unknown	Blown Transmission	Poor	Public Works	\$500

NOTE: Possible Reasons for Surplus: Obsolete; excessive cost to repair; and, working but not currently used by the department
 Condition of the Asset: Damaged; destroyed; working (note the condition-good, fair, or poor)

Fleet Maintenance Approval / Certification: Andrew

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Date: 4/16/13

County Manager

Date: 5.30.13

Date:

DEPARTMENT: Public Works

Andy Winn

4/1/2013 TELEPHONE NO.:

505-992-3019

[illegible]

**NOTE: Possible Reasons for Surplus:
Condition of the Asset:**

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

at the assets noted above have been examined and the

Robert M. ...

Date:

6-26-13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM
COMPUTERS AND ELECTRONIC DEVICES**

DEPARTMENT: Corrections

PERSON COMPLETING

THE FORM: Dominic LeDoux

TELEPHONE NO.: 505-428-3112


TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
FA0593	Gateway 4500 E Computer	0035871743	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
N/A	Gateway 4100 E Computer	0032811016	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
N/A	Gateway 4300 E Computer	0035861286	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
FA0660	Gateway 4500 E Computer	0035871763	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
E11095	Gateway FPD 1765 Monitor	ME 558 90C 01703	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
E1144	FPD 1765 Monitor	ME 558 90C 01805	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
E11212	Gateway VX 930 Monitor	7004663	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
N/A	BP500VC UPS	3B0537X19323	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
N/A	BP500VC UPS	3B0538X02193	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
N/A	BP500VC UPS	3B0537XX18886	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
E12063	Lexmark X4250 Printer	03294088720	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
E10903	Hp LaserJet 5100 Printer	CNGN 119071	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
N/A	Hp LaserJet 4250 Printer	CNGXG 15284	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00
N/A	Hp LaserJet 4250 Printer	CNGXF 41578	OBSOLETE	WORKING/POOR	ADF IT OFFICE	\$1.00

NOTE: Possible Reasons for Surplus:

Condition of the Asset

Obsolete: excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division


(Staff Signature Certification)

6-26-2013

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Date:

6/26/13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
VEHICLES/HEAVY EQUIPMENT**

DEPARTMENT: PSD / RECC

PERSON COMPLETING
THE FORM: NANCY CALHOUN

DATE: 4/20/2013

TELEPHONE NO.: 505-992-3090

TAG NUMBER	DESCRIPTION OF FIXED ASSET	VEHICLE ID NO.	MILEAGE/ MACHINE HOURS	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
Unit # 270	2002 DODGE STRATUS	1B3EL36R12N230979	133000	NOT NEEDED	WORKING-POOR	SURPLUS	1100
Unit # 272	2005 DODGE STRATUS	1B3EL46T95N645246	137000	NOT NEEDED	WORKING-GOOD	RECC	2000

NOTE: Possible Reasons for Surplus:
Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Fleet Maintenance Approval / Certification:

**SIGN
HERE**

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Date: 4/24/13

County Manager

Date: 5-30-13

Date: 1.4.13

$$\frac{28}{2}$$

$$\frac{L}{W}$$

DEPARTMENT Sheriff's Department / Region III

PERSON COMPLETING

Mary Armijo y Clifford

TELEPHONE NO.: **505-473-7036**

[illegible]

NOTE: Possible Reasons for Surplus:	Obsolete; excessive cost to repair, and, working but not currently used by the department
Condition of the Asset:	Damaged; destroyed; working (note the condition-good fair or poor)

Fleet Maintenance Approval / Certification:

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Sheriff Robert Garcia

Date: 4-29-13

County Manager

Catherine M. Yu

Date: 5.30.13

SIGN HERE

**SIGN
HERE**

Fire Dept

Clinical

TELEPHONE NO.:

[illegible]

**NOTE: Possible Reasons for Surplus:
Condition of the Asset:**

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

6.27.13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES**

DEPARTMENT: SFCFD/Gallisteo District

PERSON COMPLETING
THE FORM: Jean Moya

TELEPHONE NO.:

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
n/a	HP dest let 882C	mx8am2v23g	obsolete	poor	galisteo	5
n/a	panasonic paper fax	kxrp101	obsolete	poor	galisteo	5
n/a	Motorola minitor 3	253ban2020	obsolete	poor	galisteo	5
n/a	Motorola minitor 3	a03ym57239bc	obsolete	poor	galisteo	5
N/A	Motorola minitor 4	a03kus57239ac	obsolete	poor	galisteo	5
n/a	Motorola minitor 2	md5xtn28zv	obsolete	poor	galisteo	5
n/a	Motorola minitor 2	646bsy23pz	obsolete	poor	galisteo	5
N/A	motorola minitor 2	md5xtn28zv	obsolete	poor	galisteo	5
n/a	motorola minitor 3	253ba127ft	obsolete	poor	galisteo	5
n/a	reln handheld radio	704-005228	obsolete	poor	galisteo	5
n/a	reln handheld radio	701-002979	obsolete	poor	galisteo	5
n/a	reln handheld radio		obsolete	poor	galisteo	5
n/a	icom handheld radio		obsolete	poor	galisteo	5
n/a	icom handheld radio		obsolete	poor	galisteo	5
n/a	icom handheld radio		obsolete	poor	galisteo	5
n/a	icom handheld radio		obsolete	poor	galisteo	5

NOTE: Possible Reasons for Surplus:
Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Date:

6.27.13

DEPARTMENT: Public Safety-Fire

PERSON COMPLETING THE FORM: Stew

Steve Moya

TELEPHONE NO.:

[illegible]

Condition of the Asset:

Obsolete; excessive cost to repair, and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge:

Department Director

Date:

6-27-13

COMPUTERS AND ELECTRONIC DEVICES

**PERSON COMPLETING
THE FORM:**

TING
Blue women

TELEPHONE NO.:

505. 660-6940

[illegible]

Obsolete: excessive cost to repair, and, working but not currently used by the department
Damaged: destroyed; working (note the condition-good, fair, or poor)

(IT Staff Signature Certification)

△

Department Director

Date:

6.27.13

**SAN JUAN COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
ALL OTHER ASSETS**

DEPARTMENT:

Fire - Madrid District

PERSON COMPLETING THE FORM:

Clinton Anderson / Carl Hansen

TELEPHONE NO.:

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
	<i>Dragonfly SCBA (MSA)</i>	<i>137482</i>	<i>obsolete</i>		<i>Madrid</i>	<i>200</i>
	<i>"</i>	<i>137167</i>	<i>"</i>		<i>firehouse</i>	<i>200</i>
	<i>"</i>	<i>137487</i>	<i>"</i>		<i>above</i>	<i>200</i>
	<i>"</i>	<i>137499</i>	<i>"</i>		<i>backroom</i>	<i>200</i>
	<i>"</i>	<i>138579</i>	<i>"</i>			<i>200</i>
	<i>"</i>	<i>138548</i>	<i>"</i>			<i>200</i>
	<i>"</i>	<i>138274</i>	<i>"</i>			<i>200</i>
	<i>"</i>	<i>136458</i>	<i>"</i>			<i>200</i>
	<i>"</i>	<i>139580</i>	<i>"</i>			<i>200</i>
	<i>MSA mask for SCBA (3)</i>	<i>no number</i>	<i>"</i>			<i>500</i>
	<i>Bunker gear 6 sets</i>		<i>"</i>			
	<i>1991 inch helmets</i>		<i>Not currently used</i>			
	<i>MSA combustible-gas indicator model 2A</i>		<i>obsolete</i>			<i>100</i>
	<i>Carbon-monoxide monitor AIM 450</i>					<i>100</i>

NOTE: Possible Reasons for Surplus:

Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Daugherty 6.27.13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
ALL OTHER ASSETS**

DEPARTMENT: Fire Dept. - Pajarito District
PERSON COMPLETING THE FORM: Nick Martinez

TELEPHONE NO.:

(505) 231-5837

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
10467	MSA SCBA Pack ^{Proper}	138653	Old out-dated	Fair	PUSD 542	200.00
?	" " " "	138652	" " "	"	" "	200.00
?	" " " "	138636	" " "	"	" "	200.00
?	" " " "	138647	" " "	"	" "	200.00
09781	" " " "	137486	" " "	"	" "	200.00
09779	" " " "	137493	" " "	"	" "	200.00
?	" " " "	136470	" " "	"	" "	200.00
10463	" " " "	138583	" " "	"	" "	200.00
?	" " " "	138650	" " "	"	" "	200.00
?	" " " "	136476	" " "	"	" "	200.00
?	" " " "	138565	" " "	"	" "	200.00
77762	" " " "	111111	138622	"	" "	200.00
10465	" " " "	?	" " "	"	" "	200.00
1E7940	Penco Lockers	None	NOT NEEDED	Good	PUSD 541	180
1E7941	Penco Lockers	None	NOT NEEDED	Good	PUSD 541	180
1E7942	Penco Lockers	None	NOT NEEDED	Good	PUSD 541	180

NOTE: Possible Reasons for Surplus:
Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

[Signature]

Date:

6-27-13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES**

DEPARTMENT: Ga11stco

PERSON COMPLETING THE FORM: GW N 1st / Chief Juan Maya

TELEPHONE NO.: (505) 4660396

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
	Air (yund) 7-1008-1		Obsolete		Ga11stco	10.00
11278	" "		" "			10.00
11306	7541000000 dragon fly	20188470/488885	" "			20.00
11253	" "	20188329/488885	" "			20.00
11273	" "	20188450/	" "			20.00
	" "	ZH270342/1	" "			20.00
11275	" "					20.00
	" "	241335016/488885	" "			20.00
11276	" "	27220188/	" "			20.00
11277	" "	27220342/	" "			20.00
	water tank blade 603	20188181/	" "			20.00
	7208 HO81E10342					15.00
	1504 HANDHELD TA SC54V	010330	out dated			

NOTE: Possible Reasons for Surplus:
Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

[Signature]

Date:

6-27-13

6.27.13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES**

DEPARTMENT: Hondo Fire District - Santa Fe County Fire Department

PERSON COMPLETING THE FORM: W. A. Ellenwood

TELEPHONE NO.:

505-470-6308

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
N/A	Pager - Motorola Minitor II	646BQY24XZ	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646BRS23X2	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646BTA2DNS	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646XEX2223	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646BRS23WZ	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646XWL25VX	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646XEX2224	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646BTA2DNQ	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646XWL25VT	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	646-(unreadable)	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	MD5BQY26NW	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	MD5BQY26P8	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor II	MD5CQY26NZ	Obsolete	Good	Will Deliver - Fire Admin	✓
N/A	Pager - Motorola Minitor III	MR5BYL24CK	Obsolete	Good	Will Deliver - Fire Admin	✓

NOTE: Possible Reasons for Surplus:
Condition of the Asset:
Information Technology Division

Obsolete; excessive cost to repair, and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

(IT Staff Signature Certification)

N/A

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director [Signature]

Date:

6.27.13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES**

DEPARTMENT:

Health & Human Services

PERSON COMPLETING
THE FORM:

Tandi Archuleta

TELEPHONE NO.:

992-9849

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
	Safeco White table	N/A	working but not used	Good	Health Office	15.00
	White Trash can	N/A	working but not used	Good	Health Office	5.00
	White Trash can	N/A	working but not used	Good	Health Office	5.00
TE000945	HP Laserjet B320 printer	CD0530598	working but not used	Good	Health Office	100.00
TE000945	Gateway CPU	DD34690332	working but not used	Good	Health Office	200.00
TE000945	Gateway CPU	0040085332	working but not used	Good	Health Office	200.00
	White Cabinet Board	N/A	working but not used	Good	Health Office	5.00
	Gateway Keyboard	0000003007B	working but not used	Good	Health Office	15.00
	Gateway Keyboard	TC74001205B	working but not used	Good	Health Office	15.00
	Gateway Keyboard	D179027	working but not used	Good	Health Office	15.00
FA015710	HP Printer	3PEK037340	working but not used	Good	Health Office	100.00
	Kelly Crest document holder	N/A	working but not used	Good	Health Office	5.00
FA015710	Cambridge Sandblurs	0000539472	working but not used	Good	Health Office	10.00
	Gateway CPU	0019030095	working but not used	Good	Health Office	200.00
	HP Photosmart 8250	M250G330	working but not used	Good	Health Office	100.00

Possible Reasons for Surplus:
Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department;
Damaged; destroyed; working (note: the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

[Signature]

I hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

[Signature]

6/28/13

Date:

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES**

DEPARTMENT:

Health & Human Services

PERSON COMPLETING
THE FORM:

Trudi Archuleta

TELEPHONE NO.:

992-9849

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
	Dell Keyboard	CN04348171610	working but refused	good	Health Office	15.00
	Gateway Keyboard	41164816843B	working but not used	good	Health Office	15.00
	Scammink 3000 Scanner	EC-0116003	obsolete	good	Health Office	120.00
	Brother Intellifax 3330 Faxmachine	U101335M05489148	obsolete	good	Health Office	200.00
	Epson White E9000 Scanner	A11A	Damaged	Poor	Health Office	0
	Garrett White E9000 Scanner	341133038442	Damaged	Fair	Health Office	0
	Envision LCD Monitor	90807CAG18033	working but not used	good	Health Office	80.00
	HPec DVD player	DZ500021012841305E02	working but not used	good	Health Office	30.00
	Sharp Compact additions Machine	2D002A082	working but not used	good	Health Office	5.00
	Corporate Express Legrest	N/A	working but not used	good	Health Office	5.00
	HP Scanjet 7800 Scanner	CN138A1051	working but not used	good	Health Office	120.00
	HP LaserJet SN Printer	USL8005281	working but not used	good	Health Office	100.00
	HP LaserJet 1320N Printer	N/A	not used	Fair	Health Office	100.00
	Gateway CPU	0080916	working but not used	good	Health Office	200.00

NOTE: Possible Reasons for Surplus:
Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

Trudi Archuleta

I hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Assistant Director

Trudi Archuleta

Date: 10/28/13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES**

DEPARTMENT:

Health & Human Services

PERSON COMPLETING THE FORM:

Trudi Archuleta

TELEPHONE NO.:

992-9849

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
	HP LaserJet paper feeder	CNC1K70078	working & use	good	Health office	25.00
	HP LaserJet paper feeder	CNC1K55710	working & use	good	Health office	25.00
	Apollo Medical Ventura	Overhead Projector	working & use	good	Health office	100.00
	Panasonic omni vision	TV FTA31150	use in dept	fair	Health office	5.00
	Apollo Pull down Screen	KOS1384	working & use	good	Health office	5.00
	Apollo Pull down Screen	KOC7144	working & use	good	Health office	5.00
	Toshiba TV w/comb. m.	MB19MA	working & use	good	Health office	10.00
	Document holder	N/A	use in dept	good	Health office	1.00
	Apollo Pull down Screen	N/A	use in dept	good	Health office	5.00
	Apollo Pull down Screen	N/A	use in dept	good	Health office	5.00
	Apollo Projector	517030400003	use in dept	good	Health office	50.00
	Computer stand	N/A	use in dept	good	Health office	5.00
	Computer stand	N/A	use in dept	good	Health office	5.00
	Computer speakers	252251784440115	use in dept	good	Health office	5.00
	Computer speakers	252251784440115	use in dept	good	Health office	5.00

NOTE: Possible Reasons for Surplus:

Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

Trudi Archuleta

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Trudi Archuleta

Date:

10/28/13

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM - FISCAL YEAR 2013
COMPUTERS AND ELECTRONIC DEVICES**

DEPARTMENT:

Health & Human Services

PERSON COMPLETING
THE FORM:

Trudi Archuleta

TELEPHONE NO.:

992-9849

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
	Cisco System phone	CP794006	Phone in Dept	good	Healthcare	100.00
	Gallunoy 5 Talking Station	RL1734100135	Phone in Dept	good		25.00
	Gallunoy Keyboard	6653145358	Phone in Dept	good		15.00
	Gallunoy Keyboard	5100120280	Phone in Dept	good		15.00
	Gallunoy Keyboard	A430201	Broken	Broken		0
	Gallunoy Keyboard	5505504303	Phone in dept	good		15.00
	3rd Printer	18040192	Phone in dept	good		50.00
	Computer Screens	N/A	Phone in dept	good		5.00
	Computer Screens	N/A	Phone in dept	good		5.00
	APC Surge Protector	PE3502	Damaged	Damaged		0
	Gallunoy Keyboard	SP15187438	Broken	Damaged		0
	Gallunoy Keyboard	A430289	Phone in dept	good		15.00
	Microsoft CellPad	717730010497	Phone in dept	good		15.00
	Gallunoy Keyboard	A430291	Broken	Broken		0
	Gallunoy Keyboard	D0V3120	Phone in dept	good		5.00

NOTE: Possible Reasons for Surplus:

Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Mark Orr

10/28/13 Date:

DEPARTMENT:

COMPUTERS AND ELE
Health & Human Services

PERSON COMPLETING THE FORM:

Trudi Formula

TELEPHONE NO.:

992-9849

[illegible]

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Information Technology Division

(IT Staff Signature Certification)

I/we hereby certify that ~~the~~ assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

[Signature]

6/28/13

Date:

**SANTA FE COUNTY
FIXED ASSETS SURPLUS FORM
VEHICLES/HEAVY EQUIPMENT**

DEPARTMENT: Public Works

PERSON COMPLETING

THE FORM: Andy Winn

TELEPHONE NO.: 992-3019

TAG NUMBER	DESCRIPTION OF FIXED ASSET	VEHICLE ID NO.	MILEAGE/ MACHINE HOURS	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
G47654	(#534) 2001 Dodge 3/4 ton Pickup	3B7KC26Z51M538886		Costly to repair	Poor	Public Works/Traffic	\$1,500.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
G58576	(#669) 1997 Ford Water Truck	1F0NF8C8VVA05983	50,094	Costly to repair	Fair	Public Works /Road	\$4,900.00
G31632	(#556) 1197 Ford 4x4 crew	1FTJW36G7VEB85652	208,979	Costly to repair	Poor	Public Works/Road	\$1,500.00
FA#07840	(#659) 1989 Hi-Way Sand Spreader	85897	na	Obsolete	Poor	Public Works	\$200.00
G37844	(#517) 1998 Dodge 4x4 pk	1B7HF16YXWS685643	262,147	Costly to repair	Poor	Public Works/Road	\$1,200.00
G34651	(#530) 1998 Dodge Ram Pickup	1B7HF16YXWS640674	175,473	Costly to repair	Fair	Public Works/Road	\$1,500.00
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
FA#015928	Grapple rake attachment on (611)	sf#FA015928	na	No longer used by the Dept	Fair	Public Works/SW	\$1,500.00

NOTE: Possible Reasons for Surplus:

Condition of the Asset:

Obsolete; excessive cost to repair; and, working but not currently used by the department
Damaged; destroyed; working (note the condition-good, fair, or poor)

Fleet Maintenance Approval / Certification:

Andy Winn 3-29-13

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director

Robert F. Mack

Date: 3-29-13

County Manager

Spencer Cyprie

Date: 5-30-13

**SIGN
HERE**

**NO PACKET MATERIAL
FOR THIS ITEM**

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Pablo Sedillo, III
Public Safety Director

To: Santa Fe County Board of County Commissioners
From: Pablo Sedillo, III
Public Safety Department Director
Date: 7/30/13
Re: SFC Corrections Department Monthly Report for June 2013

The purpose of this memo is to provide you information relative to the SFC Corrections Department for the month of June 2013. During the month of June, the Detention Officer vacancy rate was 14% with 30 vacant positions, and 9 new hires. There were 821 bookings and 802 releases.

Adult Detention Facility

- Presentation of Medical by Lisa Leiding, RN Administrator.
- SFC Corrections Academy Class #24 graduated on June 28, 2013 with 14 cadets.
- K-9 "Bixie" received National Certification by passing strict requirements/testing conducted by the National Narcotics Detector Dog Association.
- 'Being a Father While Incarcerated' is a new program class offered to inmates in the month of June.
- Facility has provided 127 transports since implementation in November 2012 for released inmates with 21 transported in the month of June.
- An estimated total of \$572,783.00 was billed for the month of June.
- 74% of revenue billed has been received for 2013 (\$5,396,861 billed/\$4,014,936 received).

Youth Development Program

- Installed new Automated External Defibrillator (AED) accessible by staff/visitors 24/7.
- Conducted Sexually Transmitted Disease (STD) educational classes to YDP Residents.
- An estimated total of \$98,375.80 was billed for the month of June.
- 89% of revenue billed has been received for 2013 (\$603,697 billed/\$536,114 received).

Electronic Monitoring

- Revenue has increased by \$12,118.31 from June 2012.
- Cost waived by courts has decreased by 43.5% from June 2012.
- Paying clients has increased by 17.5% from June 2012.
- The average population in Electronic Monitoring was 245 for the month. Revenue received for June was \$19,498.31.

If you have any questions, I can be contacted at 992-3092. Thank you.

Santa Fe County Public Safety Department Corrections Division Overview



- * Adult Detention Facility
- * Youth Development Program
- * Electronic Monitoring Program



Corrections Division

Vacancy Rates, Number of Applicants and New Hires

Public Safety/Corrections Division
FTE Status Report as of 06/30/13

Facility\Program	Authorized FTE	Authorized Positions	Filled Positions	Vacant Positions	Frozen Positions	Fillable Vacancies	Positions Available	Vacancy Rate
Administration	13.5	14	10	4	2	2	12	17
Adult Facility	176	176	139	37	20	17	156	11
Electronic Monitoring	9	9	8	1	1	0	8	0
Maintenance	7	7	6	1	0	1	7	14
Medical	35.7	39	24	15	10	5	29	17
Youth Development Facility	56	57	23	34	28	6	29	21
Totals	297.2	302	210	92	61	31	241	13

Adult Detention Facility/Security

Specific Vacancy Rates by Classification as of 06/30/13

Position Classification	Authorized FTE	Authorized Positions	Filled Positions	Vacant Positions	Frozen Positions	Fillable Vacancies	Positions Available	Vacancy Rate
Detention Officer	104	104	74	30	18	12	86	14
Corporal	15	15	11	4	0	4	15	27
Sergeant	14	14	13	1	0	1	14	7
Lieutenant	8	8	8	0	0	0	8	0

Jun-13

POSITION	FTE's	Frozen	Filled	Vacant Not Frozen	Available FTE's	Vacancy Rate
RN's	7	0	6	1	7	14
LPN's	8	2	5	0	6	0
TOTAL	15	2	11	1	13	14

Number of Applicants and New Hires

Applicants	35
New Hires	9

SFC- Adult Detention Facility's Accomplishments

Program Highlights - June 2013:

- ❖ Santa Fe County Corrections Academy graduated Class #24, with 14 Cadets successfully completing all requirements.
- ❖ K-9 "Bixie" received National Certification by passing strict requirements/testing conducted by the National Narcotics Detector Dog Association.
- ❖ First Corrections Advisory Committee meeting was held.

Training Department – June 2013

- ❖ Conducted Defensive Driving Course with 19 Participants for Adult Detention Facility staff.
- ❖ Received 2 new staff members and conducted 80 hours of orientation training.

SFC- Adult Detention Facility's Accomplishments

Programs – June 2013

GED/Adult Basic Education

- ❖ Thirteen (13)- Classes offered
- ❖ Sixty three (63)- Participants

Exercise Program

- ❖ Eight (8)- Classes offered
- ❖ Forty one (41)- Participants

Domestic Violence Awareness

- ❖ Three (3)- Classes offered
- ❖ Twenty eight (28)- Participants

Art Therapy

- ❖ Fifty Eight (58)- Classes offered
- ❖ Two Hundred Fifty Three (253)- Participants

Employment Workshop

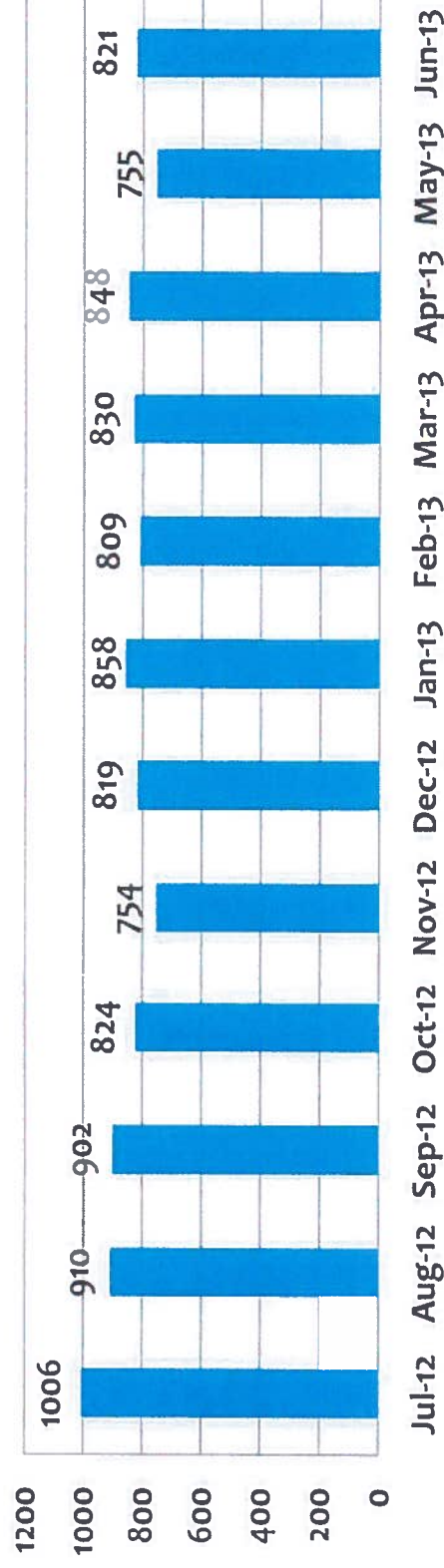
- ❖ Three (3)- Classes offered
- ❖ Twenty Four (24)- Participants

New Class Offered

- ❖ Being A Father While Incarcerated

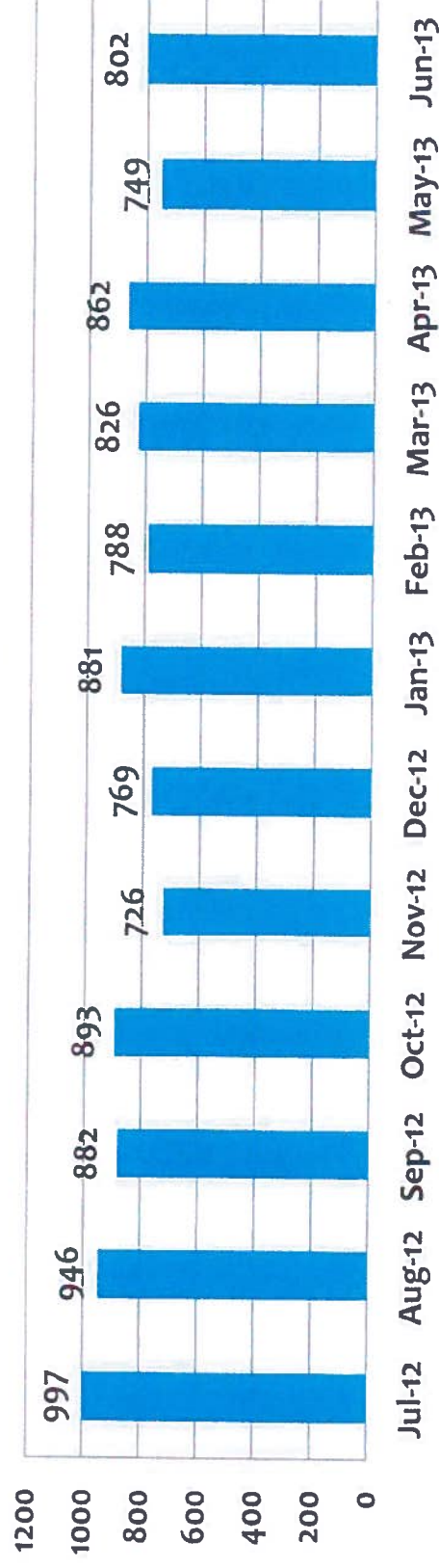
SFC - Adult Facility's July 2012 Thru June 2013- Bookings TOTAL POPULATION

July 2012 Thru June 2013 Bookings - Total Population



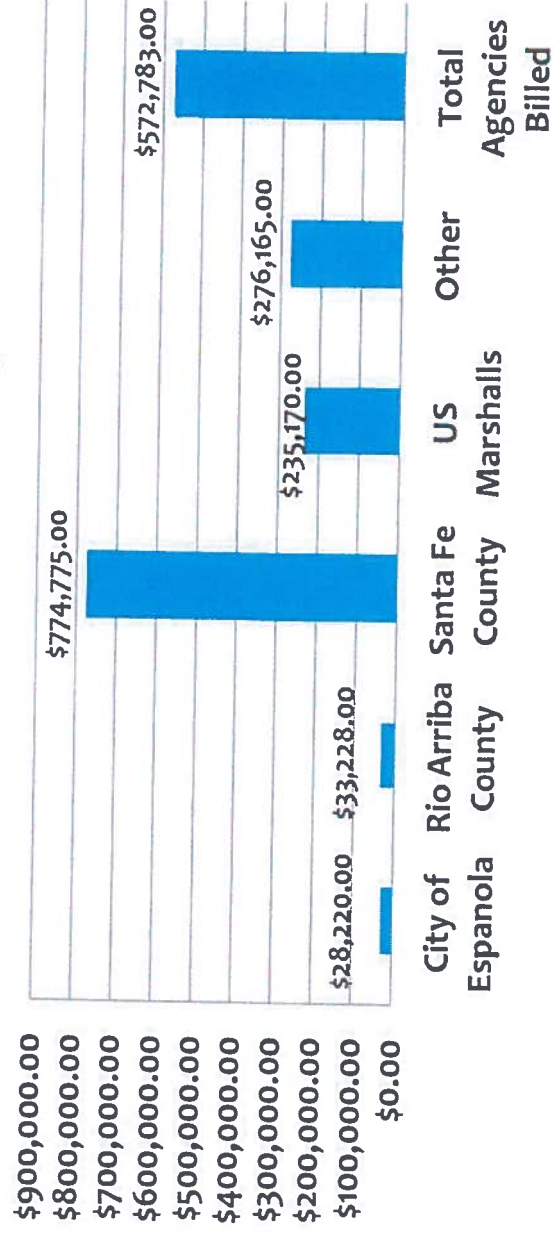
SFC - Adult Facility's July 2012 Thru June 2013 Releases TOTAL POPULATION

July 2012 Thru June 2013 Releases



SFC - Adult Facility's Agencies Billed June 2013

Agencies Billed - June 2013



Adult Detention Facility Percentage of Revenues

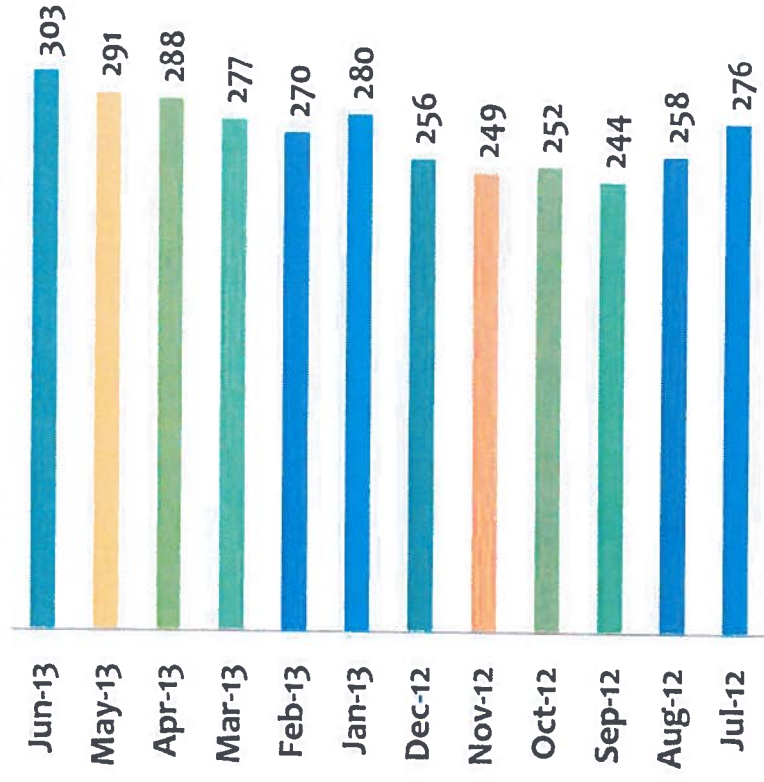
ADF	ACTUAL WITHIN YEAR		
SF County Public Safety Department\Corrections			
Billed and Collected Revenues (Finance)			
ADF Resident Confinement Revenue			
Line Item 518\247-1860-341.06-01			
Fiscal Year	Billed	Revenue Received	Collection %
2008	3,686,473.12	3,464,231.44	93.97%
2009	2,330,210.26	2,155,758.63	92.51%
2010	2,710,336.85	2,508,848.15	92.57%
2011	3,199,893.91	2,791,796.31	87.25%
2012	4,007,535.67	3,785,394.23	94.46%
2013	5,396,861.12	4,014,936.37	74.39%
Totals	21,331,310.93	18,720,965.13	87.76%

2013 Billing and Current Revenue for May 2013 (Finance)

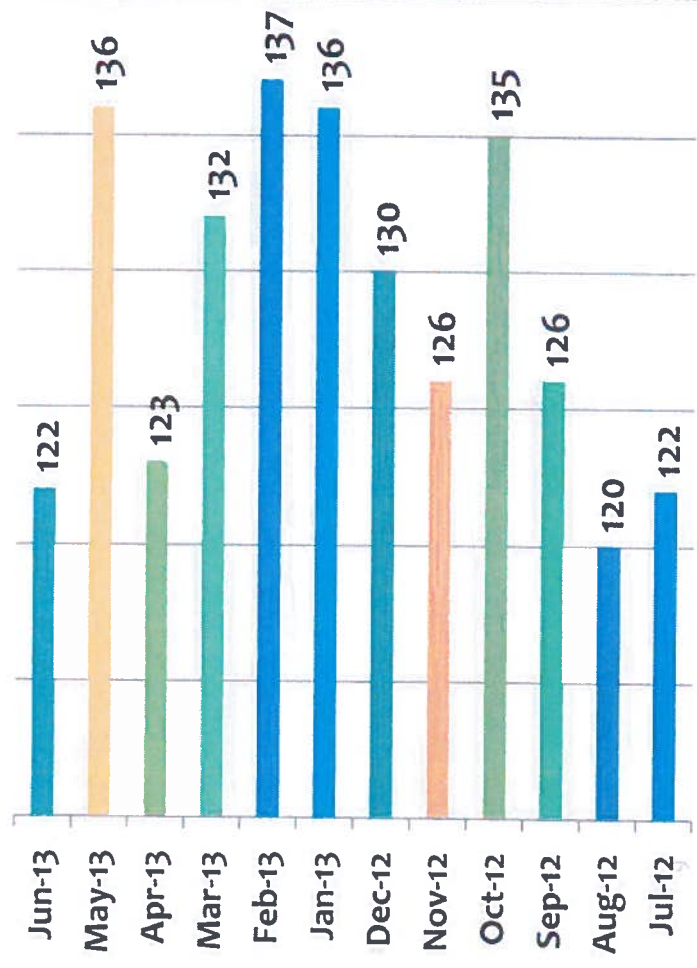
Some Years include Booking/Medical/Transport Charges

SFC – Adult Facility's Total Inmate Population Santa Fe County and US Marshal July 2012 thru June 2013

Santa Fe County Inmate Population
July 2012 thru June 2013

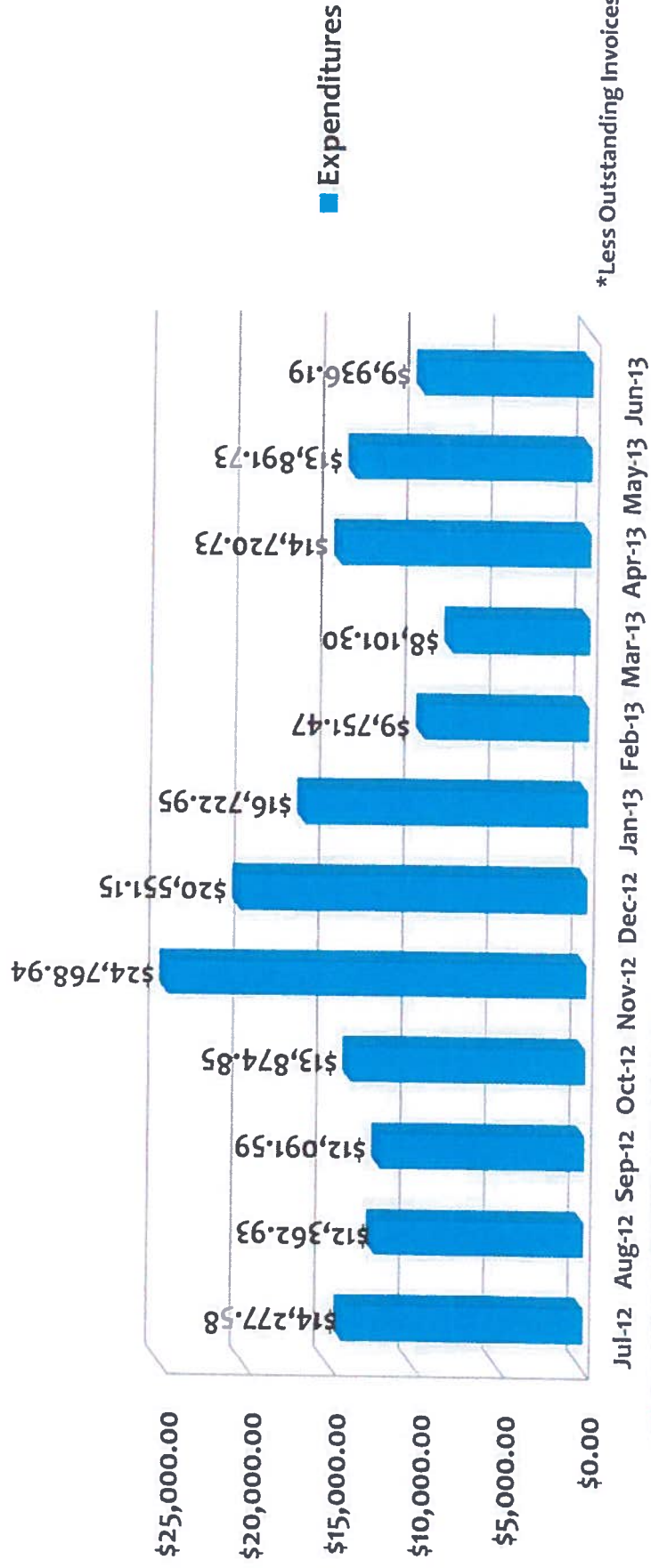


US Marshall Inmate Population
July 2012 thru June 2013



SFC - Adult Facility Diamond Pharmacy Cost Analysis (July 2012 thru June 2013)

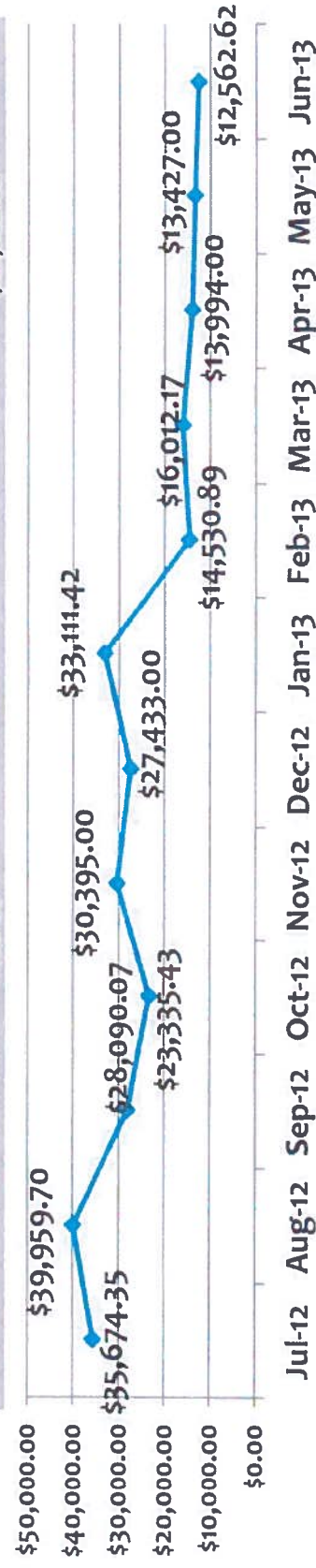
Diamond Pharmacy Cost Analysis July 2012 thru June 2013



AMOUNTS ARE SUBJECT TO CHANGE PENDING ANY ADJUSTMENTS OR OUTSTANDING INVOICES.

SFC – Adult Facility Agency Nurses Cost Analysis (July 2012 thru June 2013)

Month	Expense
Jul-12	\$35,674.35
Aug-12	\$39,959.70
Sep-12	\$28,090.07
Oct-12	\$23,335.43
Nov-12	\$30,395.00
Dec-12	\$27,433.00
Jan-13	\$33,111.42
Feb-13	\$14,530.89
Mar-13	\$16,012.17
Apr-13	\$13,994.00
May-13	\$13,427.00
Jun-13	\$12,562.62



AMOUNTS ARE SUBJECT TO CHANGE PENDING ANY ADJUSTMENTS OR OUTSTANDING INVOICES.

SFC Youth Development Program's - Accomplishments

Program Highlights – June 2013

- ❖ Installed a new Automated External Defibrillator (AED) in hallway accessible 24 hours a day to all staff/visitors. We have also updated and restocked all facility first-aid kits throughout the facility.
- ❖ In process of updating all medical policies.
- ❖ Conducted Sexually Transmitted Disease (STD) educational classes with YDP residents.
- ❖ Continue to work on keeping pharmacy expenses down by keeping stock medications to a minimum and returning all unneeded medications to the pharmacy on a weekly basis.

Staffing – June 2013

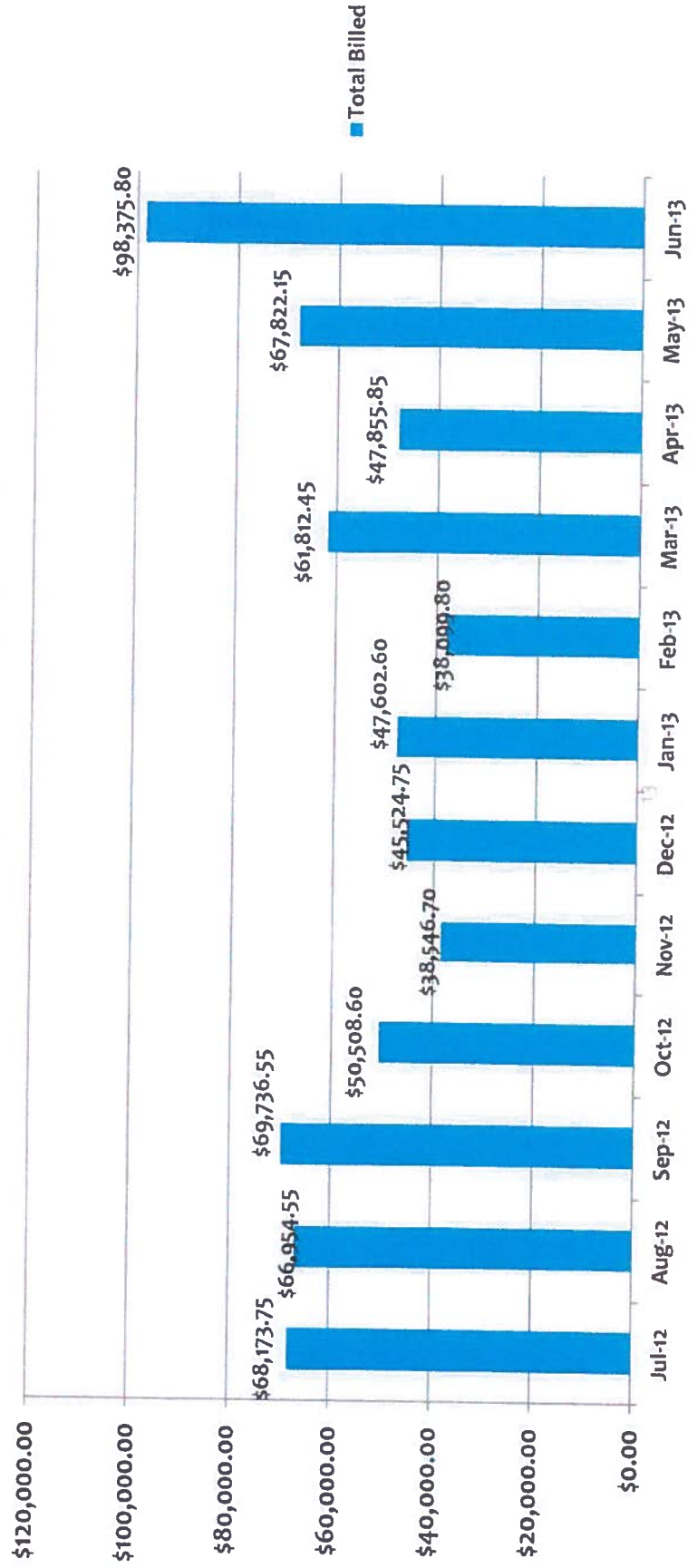
- ❖ Three Life Skills Worker I's (LSWI) were hired for YDP.
- ❖ One LSWI attended the Training Academy.

Medical Services Highlights – June 2013

- ❖ Dental had 25 resident visits
- ❖ Medical had 58 resident visits
- ❖ Psychiatry had 12 resident visits

SFC - Youth Development Program's Total Billed July 2012 thru June 2013

Total Billed July 2012 thru June 2013



Youth Development Program Percentage of Revenue

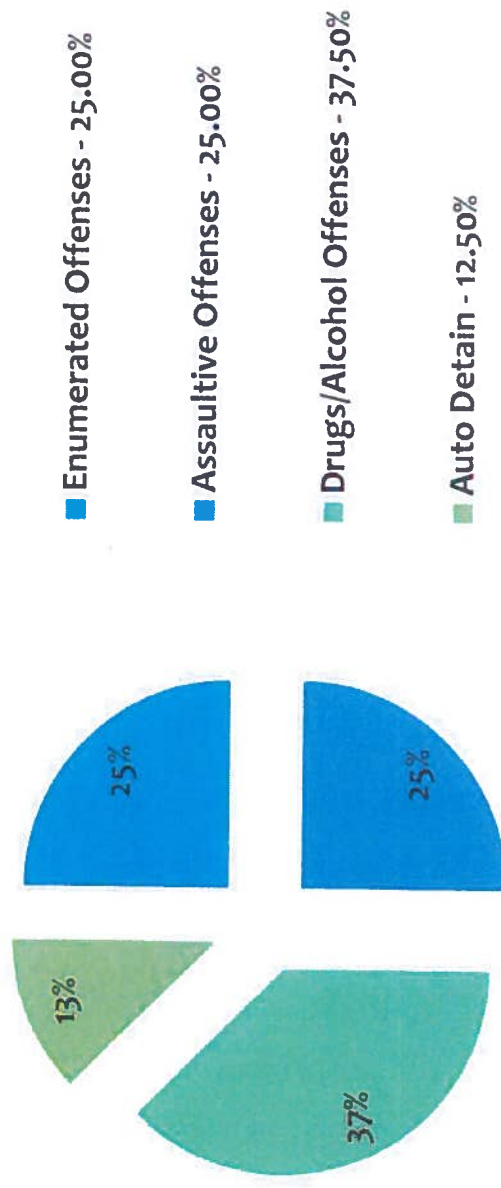
YDP	ACTUAL WITHIN YEAR		
SF County Public Safety Department\Corrections			
Billed and Collected Revenues (Finance)			
YDP Resident Confinement Revenue			
Line Item 518\247-1870-341.06-01			
Fiscal Year	Billed	Revenue Received	Collection %
2008	4,226,474.77	4,172,884.77	98.73%
2009	1,672,085.40	1,438,083.70	86.01%
2010	884,666.28	871,172.03	98.47%
2011	861,595.22	842,546.17	97.79%
2012	782,540.95	702,689.05	89.80%
2013	603,697.00	536,114.73	88.81%
Totals	9,031,059.62	8,563,490.45	94.82%

2013 Billing and Current Revenue for May 2013 (Finance)

Some Years include Booking/Medical/Transport Charges

SFC – Youth Development Program's Average Percent of Offenses June 2013

Average Percent of Offenses
June 2013



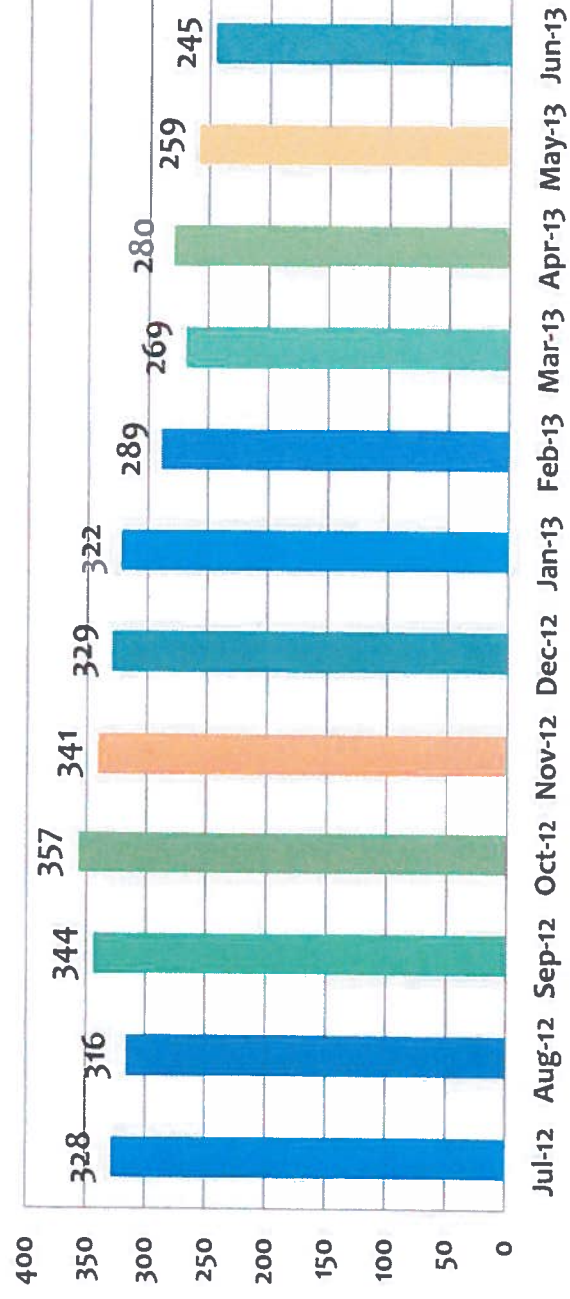
SFC – Electronic Monitoring/Bonds – Accomplishments

Program Highlights – June 2013

- ❖ Revenue has more than doubled from June 2012 to June 2013- increase of \$12,118.31 (from \$7,380.00 to \$19,498.31).
- ❖ Cost waived by courts have decreased from June 2012 to June 2013 by 43.5% (from 45.5% to 2%).
- ❖ BI cost have decreased from June 2012 to June 2013 by \$13,439.99 (from \$37,708.92 to \$24,268.93).
- ❖ Clients paying has increased from June 2012 to June 2013 by 17.5% (from 22.5% to 40%).

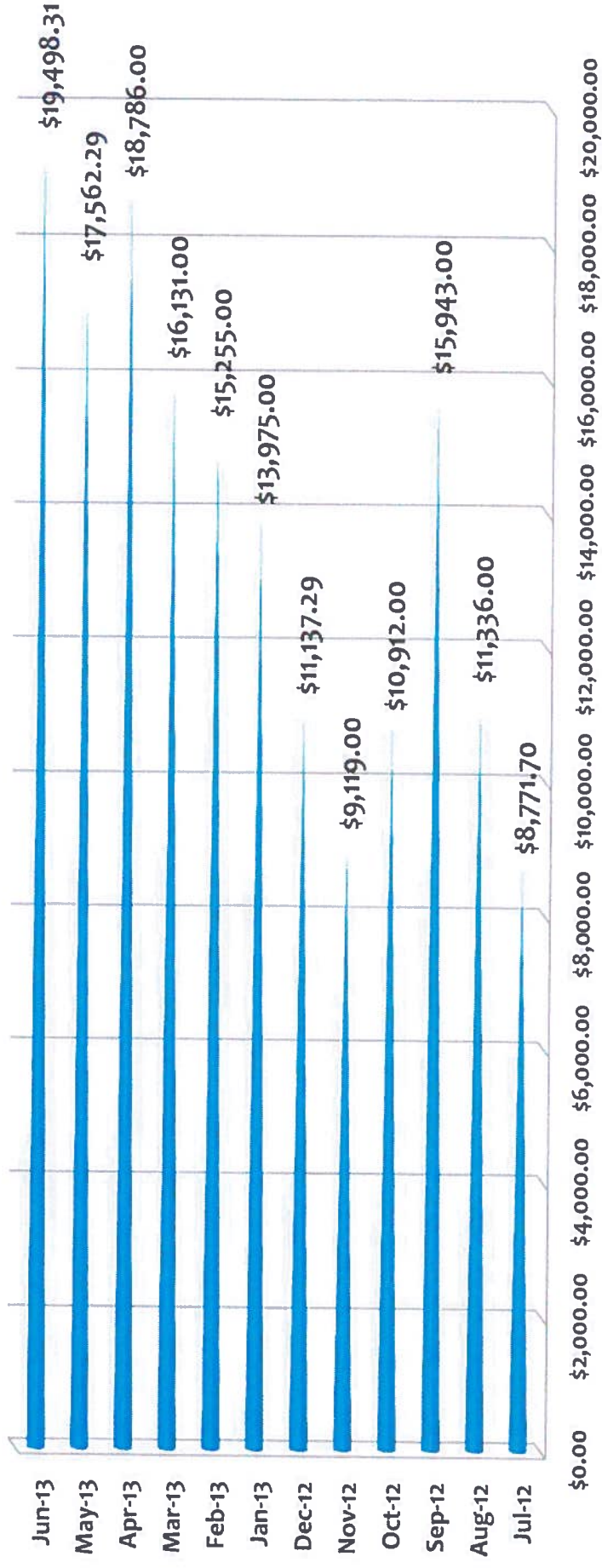
SFC - Electronic Monitoring/Bonds POPULATION (July 2012 Thru June 2013)

Electronic Monitoring
Total Population - July 2012 to June 2013



SFC - Electronic Monitoring/Bonds REVENUE (July 2012 Thru June 2013)

Electronic Monitoring
Revenue (July 2012 Thru June 2013)



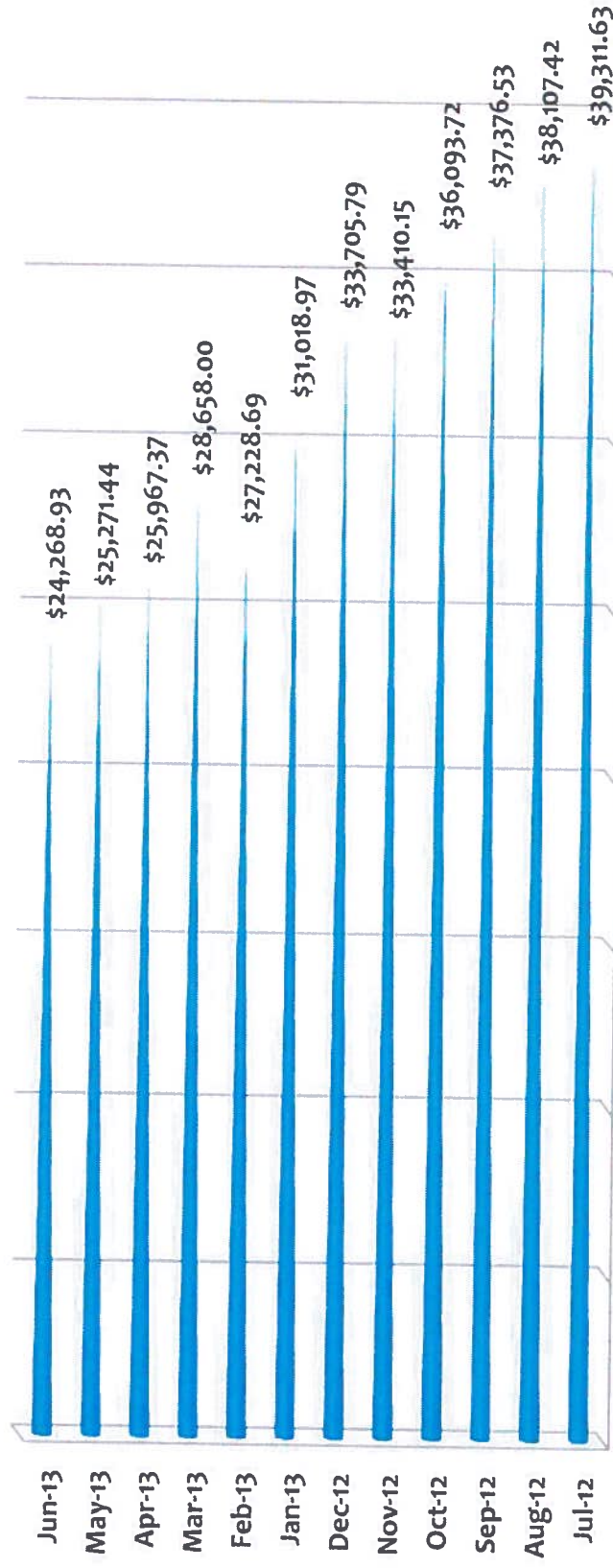
SFC - Electronic Monitoring/Bonds

COST OF EQUIPMENT

(July 2012 Thru June 2013)

Electronic Monitoring

Cost of Equipment (July 2012 to June 2013)



\$0.00 \$5,000.00 \$10,000.00 \$15,000.00 \$20,000.00 \$25,000.00 \$30,000.00 \$35,000.00 \$40,000.00

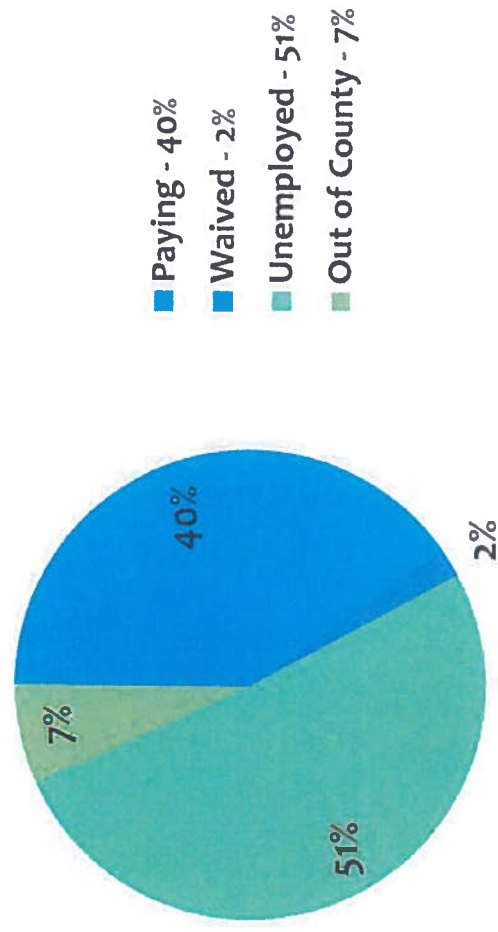
AMOUNTS ARE SUBJECT TO CHANGE PENDING ANY ADJUSTMENTS OR OUTSTANDING INVOICES.

SFC – Electronic Monitoring/Bonds Client Financial Obligation

June 2013

EM Clients Financial Obligation

June 2013



Memorandum

To: Santa Fe Board of County Commissioners

From: Teresa C. Martinez, Finance Director *TCM*

Via: Katherine Miller, County Manager

Date: July 30, 2013

Re: *Financial Report for the Quarter Ending 06/30/2013*

ISSUE:

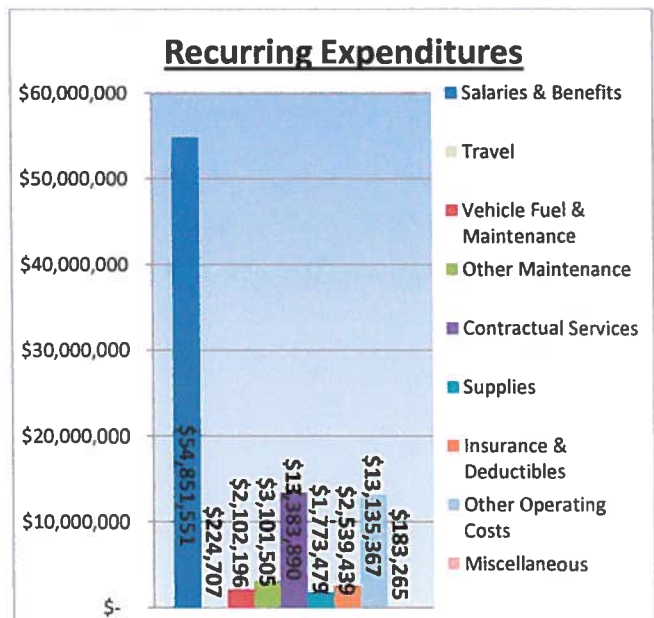
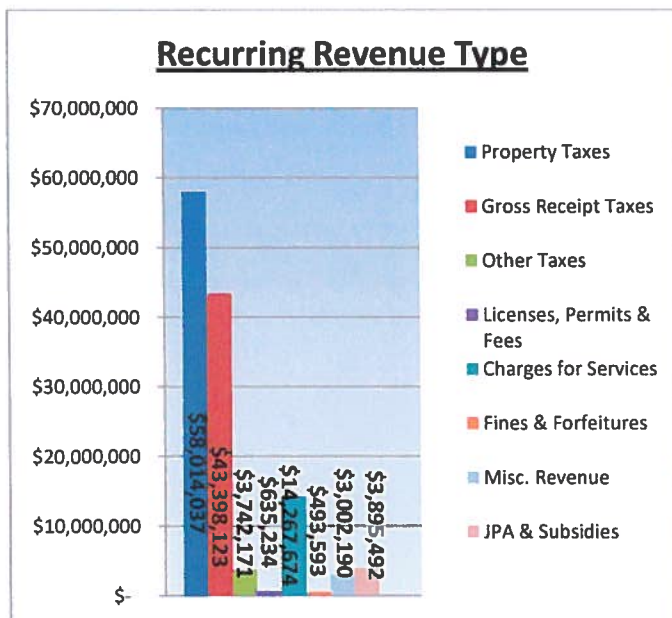
Enclosed is a report summarizing the financial activities of the County through the quarter ending June 30, 2013.

BACKGROUND:

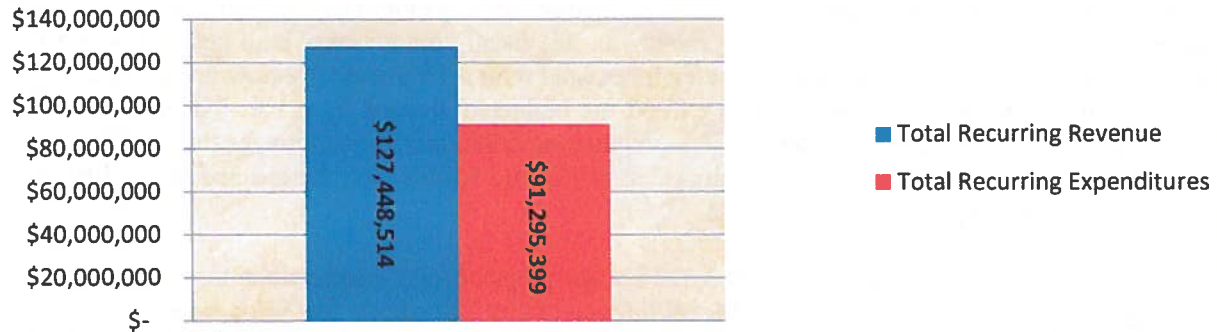
The following report will summarize total revenues and expenditures county-wide and by major fund. The numbers presented within this report are as of June 30, 2013 and are unaudited.

ALL FUNDS:

At the end of the fourth quarter ending June 30, 2013, the county collected a total of \$155.9 million from all revenue sources. The largest share of revenue sources were generated by taxes; property taxes of \$58 million (includes debt service) and gross receipt taxes (GRT's) of \$43.4 million excluding \$3.99 million which is a pass-through to the regional transit district. On June 30th, expenditures across all funds totaled \$153.5 million. Capital expenditures totaled \$41.7 million, debt service payments totaled \$20.5 million and operational expenditures totaled \$91.3 million. The capital expenditures were mainly for the Judicial Complex \$19.2 million, Edgewood fire station \$2.5 million, vehicles/heavy equipment for Open Space, Eldorado Fire, Senior Services, Corrections, Sheriff, Utilities and Road Maintenance of \$5.5 million and other projects funded by the capital outlay GRT and bond proceeds. Some of the projects funded by the capital outlay GRT fund included the Edgewood open space project for \$770K and the Santa Fe River Trail for \$1.25 million.



Recurring Revenues versus Recurring Expenditures



Also, the County completed a bond sale on June 4th, and received \$19 million in bond proceeds. The proceeds will be used for the purposes of roads, water rights, water and waste water systems and open space, trails and parks.

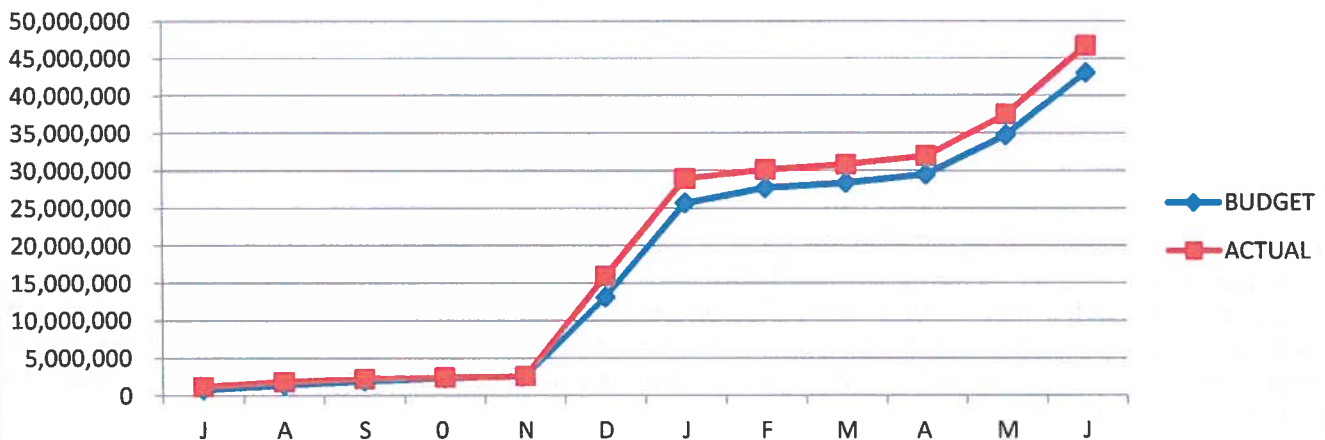
MAJOR REVENUE

Property Taxes:

The following charts reflect how the two largest revenue sources materialized when compared to the established budgeted amounts. Actual general fund property tax collections of \$43.3 million through the end of June exceeded the projected budget of \$40 million by \$3.4 million or 8.4%.

The property tax collections of \$43.3 million through June 30th are \$767K better than the previous year's collections of \$42.6 million. This equates to a 1.8% higher rate of collections over the previous year's collections.

General Fund Property Tax FY13 Cumulative Collections-Budget to Actual



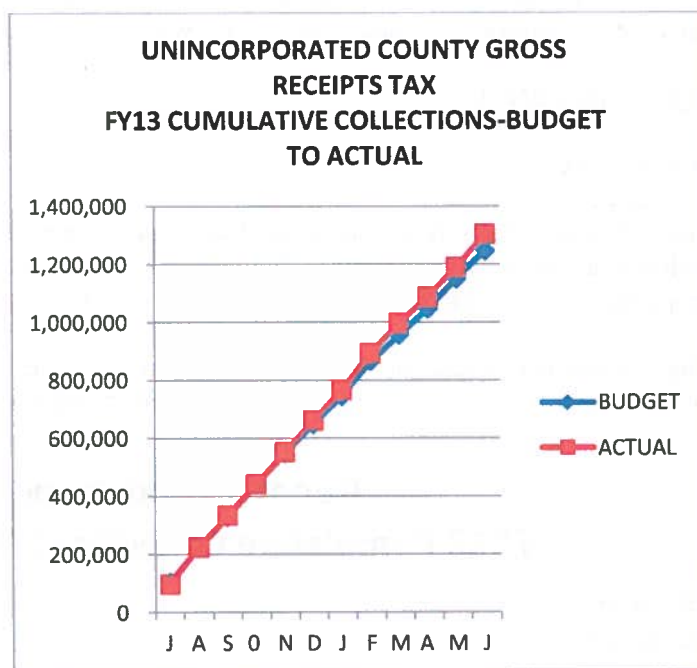
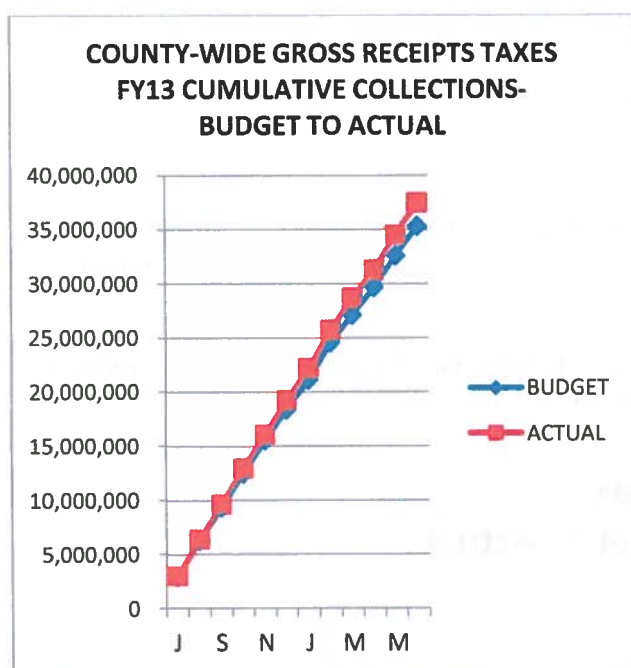
Gross Receipt Taxes:

Cumulatively, both the county-wide and the unincorporated gross receipt taxes collected through June total \$38.8 million (excluding \$3.99 million which is passed through to the regional transit district). The GRT collections are \$2.2

million greater than the cumulative budgeted amount of \$36.6 million. The collections exceeded the prior year collections by \$63,595.

Lastly, the unincorporated GRT collections only fell under budget for the month of July, and have been greater than the budgeted amount each month for the remaining months in this fiscal year for an overall net excess of \$57,021. In FY 2012 and FY 2013, the unincorporated GRT's were forecasted with a 13% and 10% downturn, respectively. Final numbers for FY 2013 indicate that the collections exceed the budgeted amount by 4.5%. Again, small amounts of money have been collected, mainly penalty and interest, relative to delinquent collections for the sunsetted Fire Excise Tax totaling \$42,321 year-to-date. With the voter approval of the Fire Excise Tax, the enacted tax will be effective in July and collections should begin in September 2013.

The total GRT collections of \$38.8 million are \$63,870 above the prior year's collections for the same time period. The total county-wide GRTs collections of \$37.5 million are \$109,340 above the prior year's collections. The unincorporated GRTs are down a total of \$45,745 or 3.5% from the previous year's collections of \$1.3 million.



GENERAL FUND

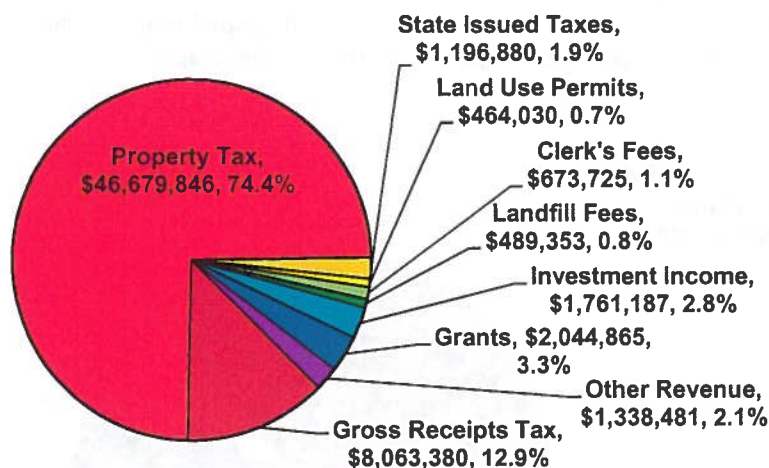
The chart below summarizes all revenue for the general fund; all revenue sources total \$62.7 million. Recurring revenue totaled \$59.9 million; recurring revenue includes property taxes, gross receipt taxes, state issued taxes, construction permits, clerk's fees, landfill fees and other revenue. In recent years, with the recessed economy, investment income has been calculated in the total revenue picture and has supported recurring expenditures, and for the quarter ending 06/30/2013 totaled \$1.76 million. The current year investment income collections exceeded the prior year amount by \$194,670.

Overall, total general fund y-t-d revenues in FY 2013 of \$62.7 million exceeded the previous fiscal year's revenues by \$72,782. The following revenues exceeded the prior year collections as indicated below:

- GRT's by \$116,528
- Property taxes by \$583,225
- Development permits by \$87,784

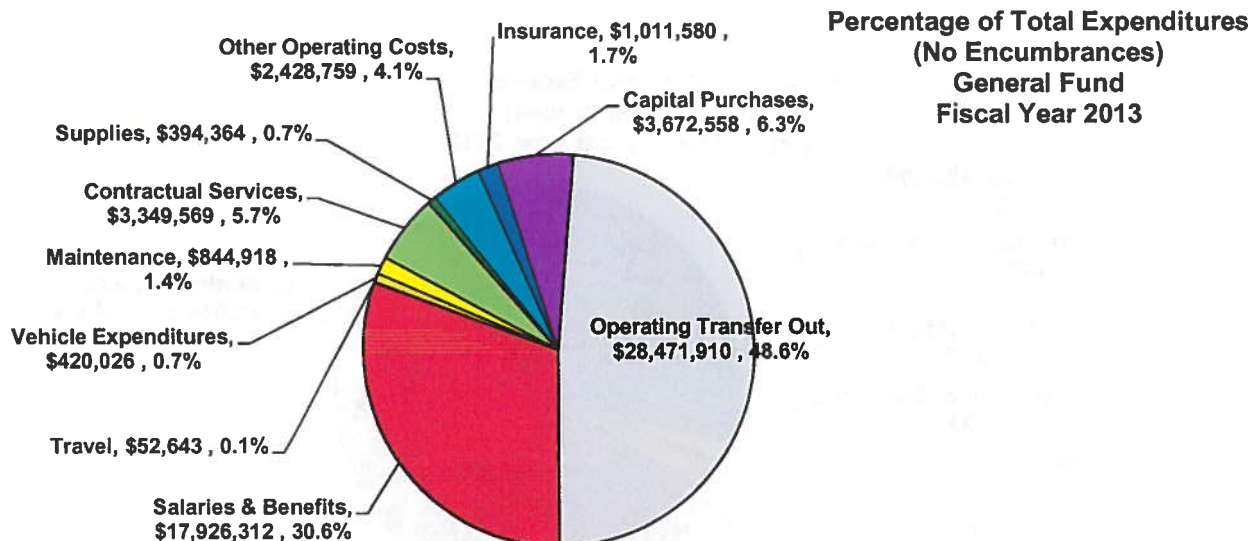
The numbers reflect that the projections and collections are moving in a positive direction. Although we are not to the revenue collection levels witnessed before the economic downturn, the collections are actually materializing at budget or just better. This data was used to estimate the budget projections in the FY 2014 and are indicative of slightly better numbers as we recover in this economy.

**Percentage of Total Revenue
General Fund
Fiscal Year 2013**



General fund expenditures totaled \$58.6 million. Recurring expenditures totaled \$54.9 million. On June 30th, the Fund still had outstanding encumbrances of \$3.3 million of which \$1.1 million are related to capital items.

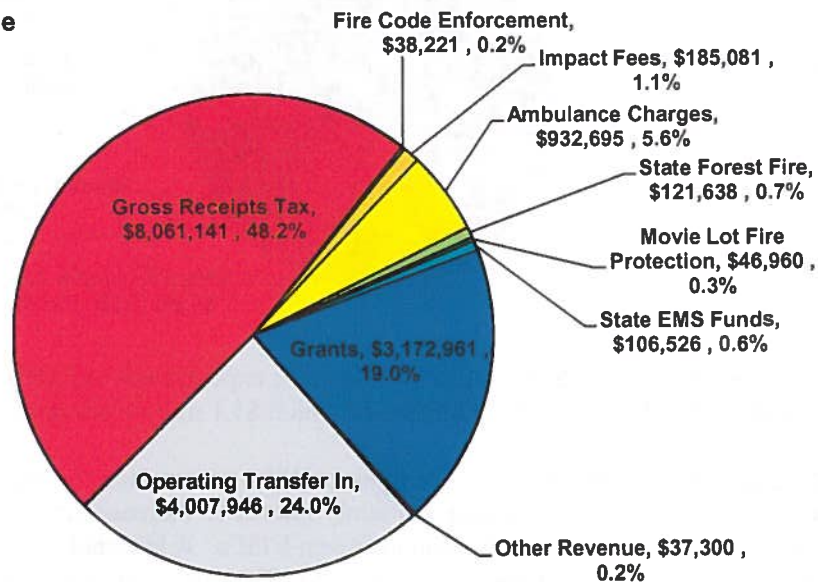
Total General Fund expenditures were \$13.6 million or 30% greater than the expenditures incurred in the prior fiscal year for the same time period. The increase is mainly related to increased expenditures of \$268K in the salaries and benefits category related to both new FTE's and unfrozen FTE's. Additional increases were witnessed in the following categories – maintenance \$93K, contractual services \$193K, other operating costs \$80K, insurance \$148K, capital purchases \$429K and operating transfers \$12.4 million. The increased amount reflected in the operating transfers is the result of increased support from the General Fund to the Road Fund by \$1.6 million and the public safety operations by \$10.8 million, which included one-time maintenance and capital expenses for fire, sheriff's office and corrections.



FIRE FUNDS:

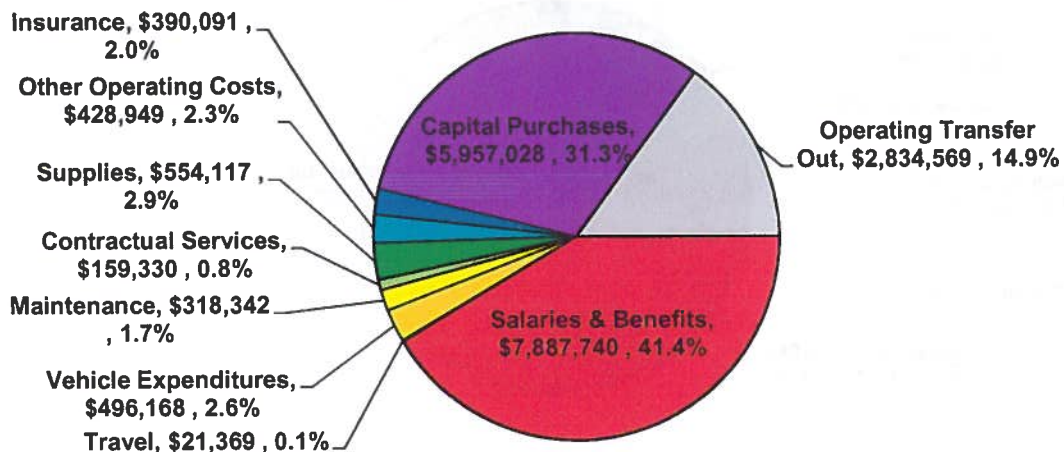
The chart below identifies the major revenue sources for all Fire Funds. Total revenues of \$16.7 million were collected, of which \$13.8 million were recurring revenues and consist of gross receipt taxes, ambulance charges and some grants. Through June 30th, the ambulance charges totaled \$932,695 and exceeded current year budget by \$382K, and are \$204K more than the prior year's collections, which is definitely due to increased staffing approved by the BCC and the hard work of the respective fire staff. The remaining revenue sources for the fire operations are considered non-recurring and are highly impacted by the economic activity.

**Percentage of Total Revenue
Fire Funds
Fiscal Year 2013**



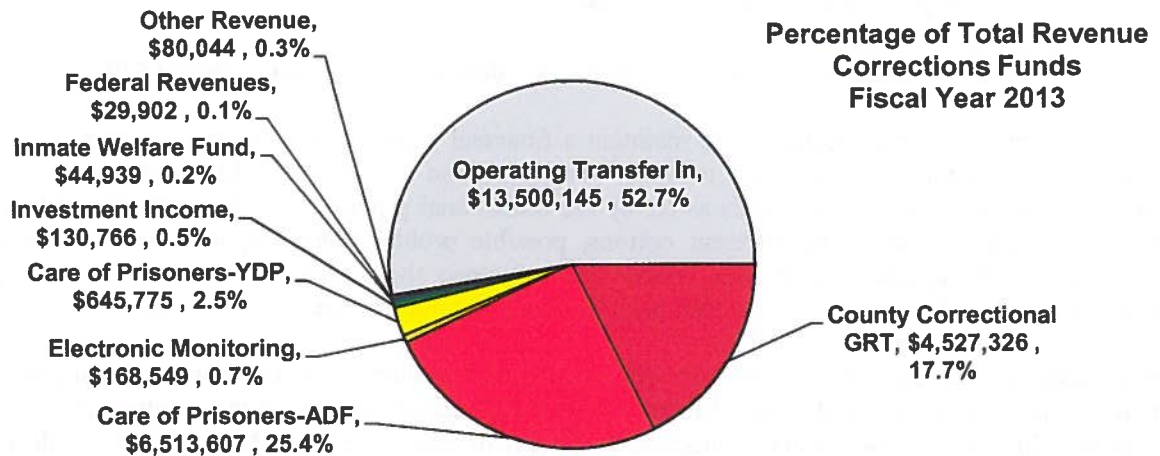
Expenditures for fire operations totaled \$19.0 million and included operational expenditures of \$13.1 million. The FY 2013 total expenditures are \$259K more than the previous fiscal year. Capital expenditures of \$5.95million were incurred, mainly for the construction of the Edgewood Fire Station.

**Percentage of Total Expenditures
(No Encumbrances)
Fire Funds - Fiscal Year 2013**



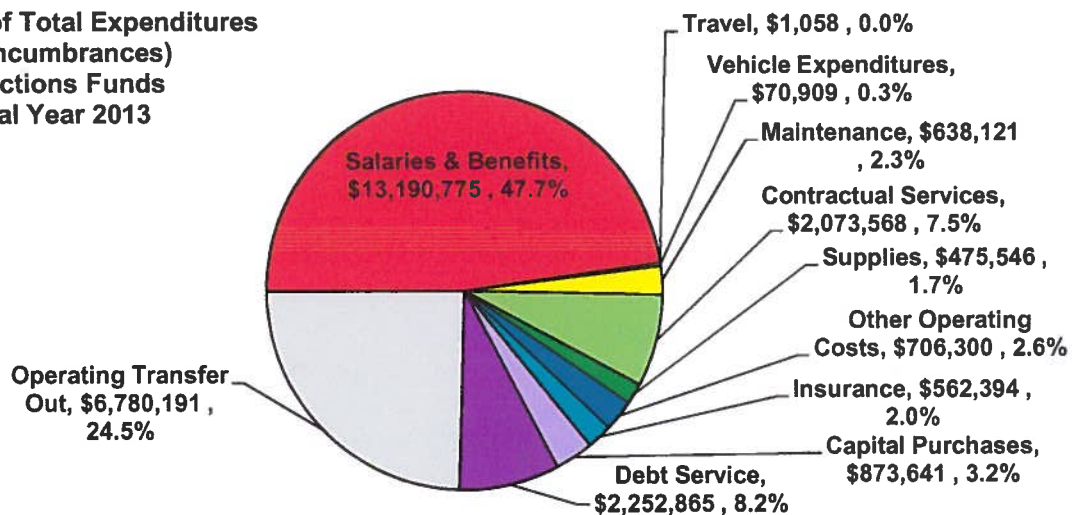
CORRECTIONS FUNDS:

The chart below identifies the major revenue sources for the Corrections Funds. Total revenues of \$25.6 million were collected, of which recurring revenues totaled \$25.4 million. The Care of Prisoner revenues of \$7.3 million in FY 2013 are \$3.38 million greater than the previous year's collections of \$3.9 million. The majority of the increase is related to the Adult care of prisoner (COP) revenue collections totaling \$6,294,680, which represents a 103% increase over the prior year's collections of \$3,057,104. The increase is due to the addition of the U.S. Marshal's inmates at the facility. The U.S. Marshal's began transitioning inmates to the County facility in November 2010. The U.S. Marshal's count has been steadily maintained from 110 to 130 each month. This steady count results in a reliable monthly revenue stream of \$214,500 to \$253,500 that the ADF has recurrently collected for the entire fiscal year. Additionally, the increased number of negotiated contracts with other entities has also assisted in the increased collection of care of prisoner revenue.



Total expenditures for the Corrections fund are \$27.6 million and the operational expenditures totaled \$24.5 million. Capital expenditures totaled \$873K. The remaining \$2.3 million is related to debt service. Total expenditures represent an increase of \$5.4 million over the prior year's expenditures of \$22.2 million. The increase was witnessed in the categories of salaries and benefits \$902K, facility maintenance \$339K, contractual services \$515K, capital purchases \$302K and operating transfers \$3.3 million. The increase in operating transfers was the result of increased support from the General Fund and the Corrections Fees Fund. Such increases correspond with the operating demands of an increased population at the Adult Facility.

**Percentage of Total Expenditures
(No Encumbrances)
Corrections Funds
Fiscal Year 2013**



CLOSING:

The numbers reflected within this report reflect activity as of the close of business on June 30th and are unaudited. Capital expenditures, one-time expenditures and debt service payments are not considered recurring expenditures.

In summary, the 4th quarter revenues and expenditures were as follows:

- Property Taxes of \$43.3 million – collections exceeded budget by \$3.4 million and the prior year's collections by \$767K.
- Gross Receipt Taxes of \$38.8 million – cumulatively, collections exceeded budget by \$2.2 million and are below the prior year's collections by \$64K.
- Capital expenditures totaled \$41.7 million and debt service payments totaled \$20.5 million.

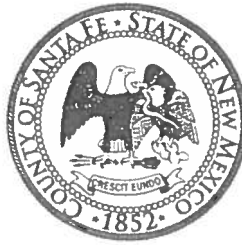
Santa Fe County has strived diligently to maintain a financial planning process that assesses the long-term financial implications of current and proposed policies, programs, and assumptions that continue to develop appropriate strategies to achieve the County's goals as set by the transitional process to performance based budgeting. Doing so has expanded our awareness of different options, possible problems and opportunities to become more efficient operationally. Throughout this process, lessons learned stress that established policies, transparency and financial planning are key to efficient operations both in challenging and good times.

Finance staff, through the county manager, will continue to monitor trends and conduct financial analyses to ensure that the County moves forward in an efficient and fiscally responsible direction. Additionally, we will continue to expand our financial policies either by necessary updates or new policies such as a reserve policy. Lastly, we will conduct the final FY 2013 performance based budgeting quarterly reviews at the director/elected official level, and begin planning for the FY 2014 review process.

Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

From: Bernadette Salazar, Human Resources Director

Date: July 16, 2013

RE: HR Monthly Report for June 2013

The purpose of this memo is to provide you with the information relative to HR functions and statistics for the month of June 2013. Throughout the month of June, HR coordinated/conducted 5 training sessions for approximately 207 employees. In addition to these trainings sessions, 20 employees attended EDGE courses. We also had our Annual County Picnic/Health Fair. We had 237 employees attend and 10 vendors participated in supporting our healthy lifestyle initiatives. The feedback from employees is that they really enjoyed it; the events were fun and the food was great! Employees are thankful for our Employee Benefits Committee and all the work they did in hosting this event.

With regard to recruitment, we conducted Detention Officer testing which resulted in 24 qualified applicants, 8 attended the testing process, and 6 are pending the hiring process. We also conducted Fire/EMT testing which resulted in 7 qualified applicants, and 6 are pending the hiring process. We are currently preparing for our 2nd Annual Public Safety Day. The event provides members of our community the opportunity to participate in mock testing so they are well prepared to take the actual test to begin their careers in public safety. We are looking at conducting the event in late August or September and it will take place at the County Fairgrounds.

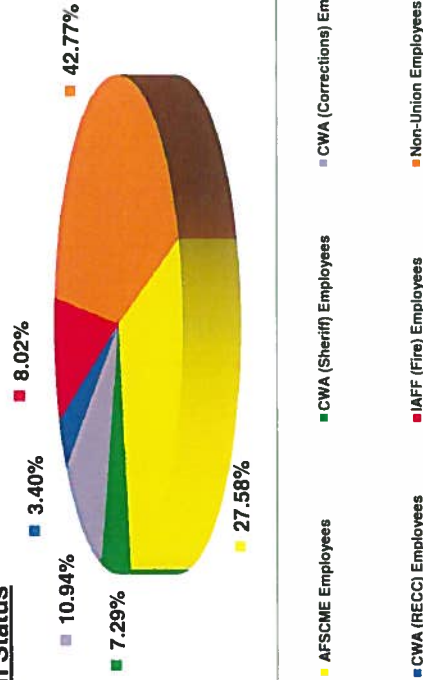
With regard to our labor relations function, we had great progress. In June, the AFSCME team and the Management team completed negotiations of the entire contract which was ratified and approved. The Union and Management teams also completed financial re-openers for the Corrections Union; RECC Union and the Sheriff's Deputies Union. The Fire Union and the Management Team agreed to negotiate earlier than planned, and continued to meet during the month of June. HR worked to ensure that all of the changes which were negotiated would be effective the first pay-period in July.

Attached is the HR Statistic Report, the New Hire Report, and the Labor Statistics Report for June 2013. Should you have any questions, I can be contacted at 992-9886. Thank you.

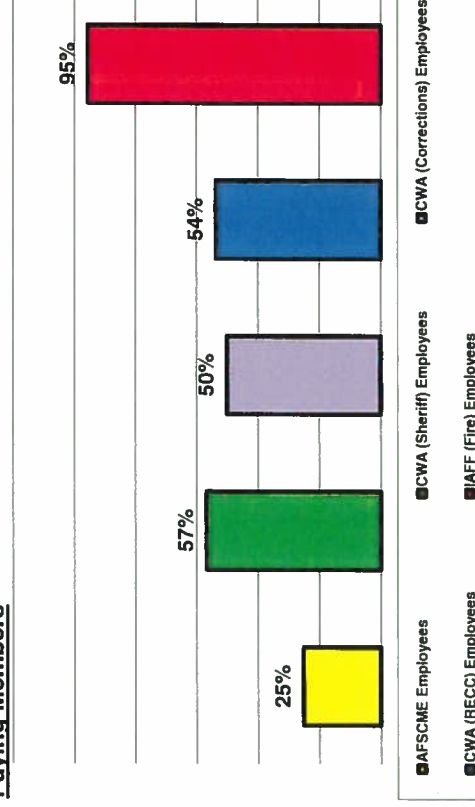
LABOR STATISTICS FOR JUNE 2013

Union Status		Percentage of Union Status		Number of Employees Paying Dues		Percentage Of Employees Paying Union Dues	
AFSCME Employees	227	AFSCME Employees	27.58%	AFSCME Employees	57	AFSCME Employees	25%
CWA (Sheriff) Employees	60	CWA (Sheriff) Employees	7.29%	CWA (Sheriff) Employees	34	CWA (Sheriff) Employees	57%
CWA (Corrections) Employees	90	CWA (Corrections) Employees	10.94%	CWA (Corrections) Employees	45	CWA (Corrections) Employees	50%
CWA (RECC) Employees	28	CWA (RECC) Employees	3.40%	CWA (RECC) Employees	15	CWA (RECC) Employees	54%
IAFF (Fire) Employees	66	IAFF (Fire) Employees	8.02%	IAFF (Fire) Employees	63	IAFF (Fire) Employees	95%
Total Number of Union Employees	471	Total Percentage of Union Employees	57.23%	Total Number of Employees Paying Dues	214		
Non-Union Employees	352	Non-Union Employees	42.77%				
Total Number of Employees	823		100%				

Union Status



Paying Members



SANTA FE COUNTY NEW HIRE REPORT FOR THE MONTH OF JUNE 2013

LAST NAME	FIRST NAME	MIDDLE INITIAL	DEPARTMENT	POSITION	EMP STATUS	HIRE DATE
ALANIZ	JOSEPH	T	PUBLIC SAFETY DEPARTMENT	BOOKING MANAGER	PB	6/3/2013
TAPIA	JIMMY	P	COMMUNITY SERVICE DEPARTMENT	COOK	PB	6/17/2013
ROMERO	JOHN	P	PUBLIC WORKS DEPARTMENT	CUSTODIAN	PB	6/3/2013
LUCERO	RICHARD	J	PUBLIC SAFETY DEPARTMENT	DETENTION OFFICER	PB	6/10/2013
CHAVEZ	RAY	A	PUBLIC WORKS DEPARTMENT	EQUIPMENT OPERATOR	PB	6/10/2013
BARLOW	SCOTT	A	PUBLIC SAFETY DEPARTMENT	FIREFIGHTER/EMT-B	PB	6/15/2013
JUDGE	MICHAEL	K	PUBLIC SAFETY DEPARTMENT	FIREFIGHTER/EMT-B	PB	6/17/2013
GALLEGOS	MANUEL	E	PUBLIC SAFETY DEPARTMENT	FIREFIGHTER/EMT-I	PB	6/17/2013
MARTINEZ	RACHAEL	M	PUBLIC SAFETY DEPARTMENT	FIREFIGHTER/EMT-I	PB	6/15/2013
NARANJO	LYNETTA	M	PUBLIC SAFETY DEPARTMENT	LIFE SKILLS WORKER I	PB	6/3/2013
RIVERA	MONIQUE	C	PUBLIC SAFETY DEPARTMENT	LIFE SKILLS WORKER I	PB	6/3/2013
ROYBAL	VANESSA	B	PUBLIC SAFETY DEPARTMENT	LIFE SKILLS WORKER I	PB	6/3/2013
GARCIA	RICHARD	J	PUBLIC SAFETY DEPARTMENT	LPN	PB	6/24/2013
GONZALES	IVEN	J	PUBLIC SAFETY DEPARTMENT	MAINTENANCE TECHNICIAN	PB	6/10/2013
HERNANDEZ	LAURA		COUNTY CLERK'S OFFICE	RECORDING CLERK	PB	6/3/2013
CANDELARIA	SHANNON	M	PUBLIC SAFETY DEPARTMENT	REGISTERED NURSE	PB	6/3/2013
ATENCIO	AMANDA	M	COUNTY TREASURER'S OFFICE	TAX CASHIER II	PB	6/1/2013
COSTELLO	AARON	M	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	6/1/2013
NOTTKE	SAMANTHA	R	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	6/1/2013
PAYNE III	FRED		PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	6/15/2013

SANTA FE COUNTY NEW HIRE REPORT FOR THE MONTH OF JUNE 2013

LAST NAME	FIRST NAME	MIDDLE INITIAL	DEPARTMENT	POSITION	EMP STATUS	HIRE DATE
ROBERTS	JENNIFER	N	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	6/15/2013
TRUJILLO	ISAAC	B	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	6/1/2013
VOGEL	STEVEN	L	PUBLIC SAFETY DEPARTMENT	VOLUNTEER FIRE FIGHTER	VF	6/15/2013

HR STATISTICS FOR THE MONTH OF JUNE 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
COUNTY MANAGER'S OFFICE	01-COUNTY MANAGER ADMINIS.	6		6			5	1	1		7	7	14%	14%						0	0%	7			1	7
	02-COMMISSION	5		5	5		3	2			5	5	0%	0%							0%	5				
	15-HUMAN RESOURCES	10		10			8	2	1		11	11	9%	9%						0	0%	10				
	21-FINANCE	21		21			18	3	2		23	23	9%	9%						0	0%	21			1	16
	CMO TOTAL	42		42	5		34	8	4	0	46	46	9%	9%	0	0	0	0	0	0	0	43	0	0	2	23
LEGAL ADMINISTRATIVE SERVICES DEPARTMENT	01-LEGAL ADMINISTRATION	8		8			5	3			8	8	0%	0%						0	0%	7	0	0	0	0
	00-ADMINISTRATION	2		2			1	1	1	1	3	2	33%	0%								2				
	02-INFORMATION TECHNOLOGY	11		11			2	9	1		12	12	8%	8%								11			2	19
	12-PURCHASING	7		7			3	4			7	7	0%	0%								8				
	18-MAIL ROOM	1		1			1				1	1	0%	0%								1				
ASD TOTAL COMMUNITY SERVICES DEPARTMENT	17-RISK MANAGEMENT	3		3				3			3	3	0%	0%								3				
	ASD TOTAL	24		24			7	17	2	1	26	25	8%	4%	0	0	0	0	0	0	0	25			2	19
	01-ADMINISTRATION	2		2			1	1			2	2	0%	0%								4				
	03-MCH GRANT PROJECT										0	0	0%	0%												
	20-INDIGENT HOSPITAL FUND	2		2			2		1		3	3	33%	33%								1				
TOTAL	21-EMS-HEALTH CARE	3		3			3				3	3	0%	0%								4				
	54-HOME FOR GOOD PROGRAM '06								1	1	1	0	100%	100%												
	74-MOBILE HEALTH FAIR VAN	2	2				1	1	3		5	5	60%	60%								1			1	0
	TOTAL	9	2	7	0	0	7	2	5	1	14	13	36%	31%	0	0	0	0	0	0	0	10			1	0
	04-DWI LOCAL	6		8			6	2	1		9	9	11%	11%						0	0	8				
TOTAL	09-DWI TEEN COURT	8	0	8	0	0	6	2	1	0	9	9	11%	11%	0	0			0	0	0	8				
		2		2			2				2	2	0%	0%						0	0	3				
	TOTAL	2	0	2	0	0	2	0	0	0	2	2	0%	0%	0	0						3			0	0
	89-SENIOR PROGRAMS - ADMIN.	7		7			5	2	4		11	11	36%	36%								8				

HR STATISTICS FOR THE MONTH OF JUNE 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
	90-SR SVCS-CONGREGATE MEALS	6	6	6	1	3	3	3	3	3	9	9	33%	33%		1				1	17%	12			1	4
	92-SR SVCS - HOME DELIVERED	3	2	1	1	3	3	2	2		5	5	40%	40%	1						0%	6				
	93-SR SVCS - TRANSPORTATION	4		4	1		4				4	4	0%	0%							0%	8				
TOTAL		20	2	18	0	3	8	12	9	0	29	29	31%	31%	1	1		0	0	1	5%	34			1	4
	01-POJOAQUE SATELLITE OFFICE					1					0	0	0%	0%							0%					
	02-EDGEWOOD SATELLITE OFFICE					1					0	0	0%	0%							0%					
TOTAL						2					0	0	0%	0%							0%					
	30-ADMINISTRATION	11		11			5	6	1		12	12	8%	8%						0	0%	13				
	49-HOUSING SECTION 8 VOUCHER	2		2			1	1			2	2	0%	0%							0%	2			1	0
	81-HOUSING CFP - 2011	1		1				1			1	1	0%	0%							0%	2				
TOTAL		14		14			8	8	1		15	15	7%	7%	0	0				0	0%	17				
CSD TOTAL		53	4	49	0	5	29	24	16	1	69	68	23%	22%	1	1	0	0	0	1	2%	72			2	4
Growth Management Department																										
	01-LAND USE ADMINISTRATION	3		3			3		1		4	4	25%	25%		1				1	33%	4				
	02-PLANNING	6		6			2	4	1	1	7	6	14%	0%						0	0%	6				
	15-AFFORDABLE HOUSING-COUNTY	2		2			1	1			2	2	0%	0%						0	0%	3				
	08-REGIONAL PLANNING AUTHRTY								1	1	1	0	100%	0%							0%					
TOTAL		11	0	11	0	0	8	5	3	2	14	12	21%	8%	0	1	0		0	1	9%	13			0	0
	16-BUILDING & DEVELOPMENT	13		13			2	11	4	2	17	15	24%	13%						0	0%	15				
TOTAL		13	0	13	0	0	2	11	4	2	17	15	24%	13%	0	0	0			0	0%	15			0	0
	14-GIS	8		8			3	5	1		9	9	11%	11%						0	0%	10			1	3
		8	0	8	0	0	3	5	1	0	9	9	11%	11%							0%	10				
GMD TOTAL		32	0	32	0	0	11	21	8	4	40	36	20%	11%	0	1	0	0	0	1	3%	38			0	1
PUBLIC WORKS DEPARTMENT																										
	00-OFFICE OF THE DIRECTORS	6		6			2	4			6	6	0%	0%							0%	8				
	01-PUBLIC WORKS ADMIN.	12		12			7	5			12	12	0%	0%							0%	24				
	02-FLEET SERVICE	7		7				7	3	1	10	9	30%	22%							0%	8				

HR STATISTICS FOR THE MONTH OF JUNE 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
	03-TRAFFIC ENGINEERING	6		6				6	2		8	8	25%	25%							0%	5				
	05-SOLID WASTE	20		20		1	2	18	4	3	24	21	17%	5%		1			1	5%	19					
	11-ROAD MAINTENANCE	34		34				34	5		39	39	13%	13%	1						0%	34			2	15
TOTAL		85		85		1	11	74	14	4	99	95	14%	11%	1	1	0	0	0	1	1%	98	0		2	15
	96-JUDICIAL COURT COMPLEX	1		1				1			1	1	0%	0%							0%	1				
	02-PROPERTY CONTROL	10		10				10	5	1	15	14	33%	29%			1		1	10%	9				2	27
	62-MAINTENANCE DIVISION	7		7				7			7	7	0%	0%	1						0%	4				
	03-BUILDING SERVICES	16	2	14			1	15	3	1	19	18	16%	11%	1						0%	13			3	14
	18-PROJECT DEVELOPMENT DIV	8		8			1	7	2	1	10	9	20%	11%							0%	15				
	26-OPEN SPACE	4		4		1	1	3	3		7	7	43%	43%		1			1	25%	5					
	08-SANTA FE RIVER GREENWAY								2	1	2	1	100%	100%							0%					
TOTAL		48	2	44	0	1	3	43	15	4	61	57	25%	19%	2	1	1		0	2	4%	47			5	41
	10-WATER	14		14			3	11	4	1	18	17	22%	18%							0%	23				
	15-AAMODT	1		1				1			1	1									0%					
	20-WASTEWATER								1		1	1	100%	100%							0%				1	7
TOTAL		15		15			3	12	5	1	20	19	25%	21%	0	0	0		0	0	0%	23			1	7
PWD TOTAL		146	2	144	0	2	17	129	34	9	180	171	19%	15%	3	2	1	0	0	3	2%	168	0	0	8	63
PUBLIC SAFETY DEPARTMENT	01-FIRE ADMINISTRATION	24		24			7	17	5	1	29	28	17%	14%						0	0%	20				
	08-EMERGENCY PREPAREDNESS								1		1	1	100%	100%						0	0%					
	09-FOREST RESTORATION	3		3			1	2			3	3	0%	0%						0	0%	2				
	11-FIRE REGIONS	67		67			8	59	13	7	80	73	16%	8%	4					0	0%	21			3	20
	14-FEMA GRANT	1		1				1			1	1	0%	0%							0%	1				
	74-YOUTH CONSERV.CORP GRANT					9																				
TOTAL		95		95		9	16	79	19	8	114	108	17%	10%	4	0	0	0	0	0	0%	44	0		3	20
	01-ADMINISTRATION	10	1	9			4	6	4	2	14	12	29%	17%						0	0%	10				

HR STATISTICS FOR THE MONTH OF JUNE 2013

Department	Division	Regular Employees	Part Time Employees	Full Time Employees	Elected/Officials	Temporary Employees	Female Employees	Male Employees	Vacancies (includes frozen vacancies)	Frozen Vacancies	Total Positions	Total Positions (not including frozen vacancies)	Vacancy Rate (all vacancies)	Vacancy Rate (not including frozen vacancies)	New Hires/Re-employments	Resignations	Retirements	End of term/temp status	Terminations	Total separations	Turnover Rate	HR Actions	Employee Recognitions	Performance Improvement Plans	Posted Jobs	Applications
	60-ADULT FACILITY	137		137			44	93	39	20	176	156	22%	12%	2	1			1	2	1%	100			1	28
	63-MEDICAL SERVICES	23		23		1	17	6	15	9	38	29	39%	21%	2	1				1	4%	24			3	2
	65-ELECTRONIC MONITORING	8		8			2	6	2	1	10	9	20%	11%						0	0%	8				
	70-YOUTH DEVELOPMENT FAC.	23		23		2	9	14	34	28	57	29	60%	21%	3	1			1	1	4%	23				
	72-ADOLESCENT RESIDENCE								17	17	17	0	100%	0%							0%					
	73-DAY REPORTING								4	4	4	0	100%	0%							0%					
	73-DAY REPORTING ASSESSMENT								4	4	4	0	100%	0%							0%					
TOTAL		201	1	200	0	3	76	125	115	81	316	235	36%	14%	7	3			1	4	2%	165		0	4	30
	RECC	37		37			16	21	12		49	49	24%	24%		5				5	14%	21			3	27
TOTAL		37	0	37	0	0	16	21	12		49	49	24%	24%	11	8	0	0	1	10	27%	21	0	0	10	77
COUNTY CLERK'S OFFICE	01-REPORTING & RECORDING	15		15	1		12	3	7		22	22	32%	32%	1					0	0%	16				
	02-BUREAU OF ELECTIONS	12	1	11			5	7			12	12	58%	58%						0	0%	11				
CLERK'S OFFICE TOTAL		27	1	26	1		17	10	7	0	34	34	0%	0%	1	0	0	0	0	0	0%	27	0	0	0	0
COUNTY TREASURER'S OFFICE TOTAL																										
COUNTY ASSESSOR'S OFFICE	01-COUNTY TREASURER ADMIN.	11		11	1		8	3	1	0	12	12	58%	58%	1		0			0	0%	13				
	01-COUNTY ASSESSOR ADMIN.	29		29	1		11	18			29	29	3%	3%						0	0%	29			2	45
	11-PROPERTY VALUATION	12		12			1	11	2		14	14	0%	0%		1				1	3%	11				
ASSESSOR'S OFFICE TOTAL		41		41	1		12	29	2	0	43	43	5%	5%	0	1	0	0	0	1	8%	40	0	0	2	45
COUNTY SHERIFF'S OFFICE	01-ADMIN/ANIMAL CNTRL/ENFORC	103		103	1		29	74	15		118	118	13%	13%							0%	45			2	40
	06-REG III-HIDTA GRANT	2	2				1	1			2	2	0%	0%							0%	6				
	11-REG III GRANT - PRIOR YR	1		1			1				1	1	0%	0%							0%	1				
SHERIFF'S OFFICE TOTAL		106	2	104	1		31	75	15	0	121	121	0%	0%	0	0	0	0	0	0	0%	52	0	0	2	40
COUNTY PROBATE	01-COUNTY PROBATE JUDGE				1				1			0	0%	0%							0%					
COUNTY SURVEYOR	01-ADMINISTRATION											0	0%	0%							0%					
COUNTY WIDE TOTAL		823	10	813	10	19	279	544	236	104	1059	955	22%	14%	17	13	1	0	1	15	2%	715	0	0	29	274

**NO PACKET MATERIAL FOR THIS
ITEM**

EXECUTIVE SESSION

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

RESOLUTION NO. 2013-_____

**A RESOLUTION SUPPORTING SAME SEX MARRIAGE IN NEW MEXICO,
URGING THE LEGISLATURE TO MAKE APPROPRIATE AMENDMENTS TO
NMSA 1978, SECTION 40-1-18 AND OTHER SECTIONS OF THE DOMESTIC
AFFAIRS LAWS, AND, BARRING THAT, URGING THE COURTS TO FIND
THAT NMSA 1978, SECTION 40-1-18 AND OTHER SECTIONS OF THE
DOMESTIC AFFAIRS LAW VIOLATE THE EQUAL PROTECTION CLAUSE
OF THE NEW MEXICO CONSTITUTION; SUPPORTING THE SANTA FE
COUNTY CLERK IN HER DEFENSE OF THE PETITION FOR WRIT OF
MANDAMUS; AND WAIVER OF THE REQUIREMENTS OF RESOLUTION
2013-026.**

WHEREAS, the Board of County Commissioners of Santa Fe County (“the Board”) strives to support all citizens and constituencies of the County, and to treat all persons with respect, dignity, and equality;

WHEREAS, as a result, the Board is committed to equal rights for all persons notwithstanding any status or gender classifications which may apply, because in the eyes of the Board, everyone is equal and has the inherent right to be treated the same as everyone else;

WHEREAS, the Board recognizes that these rights are guaranteed to all persons living in this State by the New Mexico Constitution;

WHEREAS, consistent with these principles, the Board supports the right of same sex couples in this State to marry like opposite sex couples, consistent with existing New Mexico law, there being no rational or sensible difference between the class of same sex couples and opposite sex couples;

WHEREAS, the Board nevertheless recognizes that the domestic relations laws of this State, being antiquated, do not recognize same sex marriage;

WHEREAS, the domestic affairs laws of New Mexico are compiled in Chapter 40 of the 1978 Annotated Statutes, and Section 40-1-18 provides a blank marriage license application which, according to NMSA 1978, Section 40-1-17, is required to be used by persons desired to be married in New Mexico;

WHEREAS, the statutory application requires that information be entered separately by a “male applicant” and a “female applicant,” and must be verified by the “bride” and the “groom;”

WHEREAS, numerous other provisions in the domestic affairs laws refer to married persons in this State by gender specific references such as “male,” “female,” “bride,” “groom,” “husband” and “wife;”

WHEREAS, these statements have long been interpreted by New Mexico courts and the Attorney General consistently with NMSA 1978, Sections 12-2A-18(A)(2) and (3)(the Uniform Statute and Rules Construction Act) as restricting the right to be married in New Mexico to persons of the same opposite sex from one another;

WHEREAS, many provisions of the domestic affairs laws referred to above have been in existence for over 50 years, and some provisions antedate statehood, and thus antedate the general acceptance of same sex marriage that has existed in recent years;

WHEREAS, recent national polling shows that acceptance of same sex marriage is now shared by the overwhelming majority of Americans;

WHEREAS, in response, the Legislature has entertained numerous bills seeking to make changes in the domestic affairs laws, but none have been successful (see e.g. HB 86, HB 445, SB 495, SB 576, SB 597 (2005); SB 51 (2006); HB 4 (2007); HB 9, HJR 3 (2008); HB 21, HB 118, SB 12 SB 439 (2009); HB 121, HJM 33, HJR 8, SB 146, SB 183, SJR 1 (2010); HB 474, HJR 7, HJR 8, SB 375, SJR 4 (2011); HJR 22 (2012); HJR 3, HJR 4 (2013);

WHEREAS, thirteen states and five Native American tribes explicitly permit same sex marriage, and the United States Supreme Court, in *United States v. Windsor*, decided just a few weeks ago, found that restrictions to heterosexual marriage in the Defense of Marriage Act to be an unconstitutional deprivation of rights under the equal protection clause of the Fifth Amendment;

WHEREAS, clearly the United States Supreme Court is poised to determine that restriction of same sex marriage is also unconstitutional as applied to the states under the Fourteenth Amendment, and that, either through this vehicle or by addressing the matter directly through the equal protection clause of the New Mexico Constitution, it is only a matter of time before same sex marriage will be lawful in most or all states and certainly in New Mexico;

WHEREAS, the Board of County Commissioners supports legislation to rid gender specific labels from the domestic affairs statutes of this State, and to broadly grant the rights, privileges and responsibilities of marriage to same sex New Mexico couples and, absent action by the Legislature, a declaration by the courts of New Mexico that such rights, privileges and responsibilities are guaranteed by the New Mexico Constitution or a declaration by the United States Supreme Court that the same rights, privileges and responsibilities exist under the Fourteenth Amendment;

WHEREAS, the County Clerk is burdened with a petition for writ of mandamus

filed by same sex persons seeking a marriage license in her office, but it is clear that a County Clerk has no right or responsibility to void certain provisions of domestic affairs laws and that the petition which seeks to require to do so lacks a legal foundation;

WHEREAS, the Board desires to go on record as supporting the County Clerk in bringing these arguments forward, but the Board also recognizes that the County Clerk must make unpopular arguments in defense of her failure to issue a license, and the Board of County Commissioners recognizes that a judgment obtained without jurisdiction or without grounds is a flawed decision that, on a topic as important as this, is ill advised; and

WHEREAS, the Board desires to make its position on these issues clearly and unambiguously to the general public.

IT IS THEREFORE RESOLVED AND ADOPTED, AS FOLLOWS:

1. The Board of County Commissioners supports same sex marriage in New Mexico.
2. The Board urges the State Legislature and the Governor of the State of New Mexico to rid the State of the antiquated and morally reprehensible statutes that restrict the rights of same sex couples to wed in our State.
3. The Board supports the efforts of the courts to parse through these difficult social and legal issues to determine a permanent resolution to the issues relating to same sex marriage and directing, as appropriate, enactment of statutes and rules as necessary to support any decisions made.
4. The Board further urges the courts to find that the antiquated and morally reprehensible domestic affairs statutes referred to previously be found unconstitutional to the extent that such statutes restrict the ability of New Mexicans to freely wed the person of their choice.
5. The Board urges the United States Supreme Court to accept an appropriate case and find that State laws that restrict the rights of persons to freely wed the person of their choice be found unconstitutional to the extent that State statutes restrict those rights.
6. The Board supports the efforts of the County Clerk to make it clear to the New Mexico Supreme Court that her failure to issue a marriage license resulted from the unambiguous and long-held interpretation of a statute that she is powerless to affect.
7. The Board directs that copies of this resolution be delivered to all New Mexico legislators and the Governor.
8. The requirements of Resolution 2013-026 as it pertains to this resolution are hereby waived.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: _____
Kathy Holian, Chair

ATTEST:

Geraldine Salazar, County Clerk

Approved as to form:



Stephen C. Ross, County Attorney

